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The Solicitors' Journal.

LONDON, JULY 9, 1864.

A DICTUM of some practical consequence to the conduct of the trial of causes fell from the Lord Chief Baron on Thursday, June 30, during the trial of a cause of *Landfield v. The General Steam Navigation Company*.

It was a running down case, in which Mr. Montagu Chambers, Q.C., appeared for the defendants, and when summing up the evidence, a question arose as to his right to go into the whole case, whereupon his Lordship remarked that "a counsel summing up his evidence in a case had a right, not only to contrast the evidence with that adduced by the other side, but to make such general observations upon the case as he thought necessary for the interests of his client. He was justified in opening the case as shortly and barely as possible, reserving his speech and observations for the time when he was called upon to sum up his case."

We mention this, as there is a difference of opinion among the judges as to the right of counsel in this particular. Some of their Lordships entertain an opinion that this right is exceeded if counsel do more than contrast the evidence adduced, while others think it a sort of set-off against the effect of the right of reply. The latter is obviously the common sense view; more especially as a similar right is given to the plaintiff when the defendant does not call witnesses, and thereby retains the last word, though in that case there is no conflicting evidence to contrast.

THE FOLLOWING IS A SHORT ACCOUNT of the proceedings at the Bar meeting of the 1st inst., to take into consideration the report of the committee which had been entrusted with the duty of preparing a plan for the amendment of the present system of preparing, editing, and publishing reports of judicial decisions.

The Attorney-General briefly opened the subject by referring to the former meeting and stating that the committee then appointed had devoted considerable time and care to the subject and were prepared with a report. He was sure that, whatever might be thought of the scheme, all present would concur in the feeling of gratitude to the committee for the pains they had taken on the subject. Alluding to the hour at which it was necessary, on account of their professional engagements, that such a meeting should assemble, he begged of speakers to be as brief as possible in their remarks.

R. P. Amphlett, Esq., Q.C., the chairman of the committee, after stating the evils of the present system of reporting, which, he said, were palpable, and on which they were all agreed, observed that there were only two modes by which those evils could be remedied; one was the appointment of official reporters by the Lord Chancellor, who should be paid by the State, and the other that which was proposed by the committee. It was certain, however, that they never would obtain from the Government the necessary funds for the support of what he would call the official system; he would therefore strongly recommend the scheme proposed by the committee, which would bring the whole matter under the control of the profession itself. Mr. Amphlett then moved that the report be adopted.

Edward James, Esq., Q.C., seconded the motion.

W. M. Best, Esq. (Best and Smith), objected on principle to the appointment of editors. The independence of the reporters would be destroyed, and it would introduce a most objectionable system of divided responsibility. He moved that in the fifth paragraph of the

report the words "under the supervision of editors" be omitted.

A. E. Miller, Esq. (Hemming and Miller) seconded the amendment. He said that the scheme would deprive the reporters of all control over their own reports. He considered the other part of the scheme, which placed over the reports a council who neither had themselves, nor represented any person or body who had, any direct pecuniary interest in the scheme as a speculation, and who did not in any manner guarantee its success, was an indefensible usurpation. So far from being a benefit to the "authorised" reports, the proposed scheme was calculated directly to injure them.

C. F. Wordsworth, Esq., Q.C., said the scheme was of a complicated nature, and sufficient time had not been afforded for its consideration. He therefore moved that the meeting be adjourned until some day in November next, to be fixed by the Attorney-General.

R. Malins, Esq., Q.C., seconded the motion in a speech full of covert political allusions, which provoked repeated bursts of laughter from the meeting.

Sir Hugh Cairns, Q.C., said that if anyone really wished for time to consider the report, it seemed to him almost of course that this should be agreed to.

H. Manisty, Esq., Q.C., suggested that those persons who were disposed to subscribe five guineas for the reports should in the meantime send in their names.

The meeting then broke up.

So ends for the present this notable scheme for the abolition of all competing reports; and unless we are greatly out in our calculations it is very improbable that it will, at least in its present form, ever be again presented for adoption to a meeting of the Bar.

THE QUESTION as to the extent of the powers of judges of inferior courts to punish counsel for contempt of court, which was so much discussed here not long ago in the case of Mr. Pater, has lately been raised before the Court of Queen's Bench of Upper Canada, and again decided in favour of the judge.

A very full report of the lucid judgment of Chief Justice Draper, abridged from the *Upper Canada Law Journal* will be found elsewhere in our columns, and will well repay an attentive perusal.

The principles upon which the exercise of this power and its necessary limits depend, are laid down and applied in the most conclusive manner by the learned judge.

IF OUR READERS will turn to our number of the 7th of May last, they will find a description* of a scene which took place in one of the committee-rooms of the House of Commons, and which, we then stated, and still believe to have been "perfectly unprecedented." The gentleman who distinguished himself on that occasion appears, however, to have desired that so remarkable a precedent should not remain single, and although in this respect the performance has fallen far short of the promise, that has arisen, not from any backwardness on the part of the Belfast solicitor, but because he found in Lord Grey a chairman more accustomed to deal with recalcitrants, and less inclined to the display of extraordinary patience, than the gentleman who presided over the committee of the Commons.

We have already* given a sufficient outline of the history of this case; it only remains to add that the bill duly passed the House of Commons, and that, in accordance with a recommendation made by the select committee of that House, a public bill was introduced, the terms of which had been settled by arbitrators appointed by the two political parties, to "alter and amend" the municipal constitution of Belfast. The opponents of the Indemnity Bill, however, were dissatisfied with the terms so settled, and accordingly determined to oppose the private bill in the House of Lords, and the bill was therefore, as of course, referred

to a select committee, consisting of Earl Grey (Chairman), Lords Nelson, Rivers, Wrottesley, and Melville.

The following account of what passed before the committee is taken from the *Times*:—

When the committee met,

Mr. Brewster, Q.C. (of the Irish bar), objected to the opponents being heard, on the ground that they were parties to and were bound by the award.

Mr. Phinn, Q.C., Mr. Forsyth, Q.C. and Mr. Austin argued that their clients, Mr. John F. Ferguson, D.L., Dr. Denvir, the Roman Catholic bishop, and others, had not signed the deed of submission, and that Mr. Rea, who did sign it as relator in the Chancery suit, had no power to bind them.

Mr. McKenna, who, appeared on behalf of the 40,000 Roman Catholic inhabitants of Belfast, was heard on the same side.

Mr. Rea claimed to be heard, but

The Chairman declined, as he was a party to the submission.

The room having been cleared, the committee deliberated, and when the parties were again admitted the Chairman said they were of opinion that the arbitrators had heard the case fully, and that they would not hear any objection to the award.

Mr. Rea.—I must now respectfully claim my right as relator in the Chancery suit to read my petition, and then if your Lordships order me to retire I will do so. I refused £20,000 in order that I might appear before the Lords' Committee, and you will not be doing justice to me if you refuse to hear my petition. It is quite impossible for me to exaggerate the respect I have for the five peers of the realm who compose this committee, and I consider it a great privilege to have suffered for ten years to be allowed to address them.

Lord Grey.—Mr. Rea, your petition is before us, and we have looked at it. We think that is quite sufficient.

Mr. Rea.—It must be read either by the clerk or by myself. You are bound on your oaths as peers to enter it as read on the minutes. Witnesses must also be produced to prove the deed of submission, for I do not admit I signed it.

Earl Grey.—I must insist on your being silent.

Mr. Rea.—And I must insist on your removing me by force from the room.

Earl Grey.—You must withdraw.

Mr. Rea.—I will not withdraw voluntarily.

Earl Grey.—We must make you withdraw.

Mr. Rea.—I am a subject of her Majesty, and a belted earl shall not tyrannise over me. It is an act of tyranny, for which I hold you answerable. I impute no improper motives to you. I will only be removed by force; but a formal assault will be quite sufficient. I got myself dragged from the House of Commons because I thought the Lords' Committee would hear me. It is illegal to remove me except by the officers of the House. I did not expect that Earl Grey's son would outrage the laws of the Constitution, after his father saving England from a revolution; and I hope Earl Nelson, for the sake of the name he bears, will prevent this outrage. The police have no more right to remove me than a Frenchman has to drag him from the deck of an English man-of-war.

Two policemen were then brought in and caught hold of Mr. Rea, who then went quietly with them out of the room.

The bill then passed through committee.

We had hoped on the former occasion that we had heard the last of Mr. John Rea and his proceedings, and we congratulate the town of Belfast in having found a committee of Peers who refused to re-open a case which has been already three times discussed and decided; 1st, by the arbitrators; 2ndly, by Mr. Cardwell; and, 3rdly, by the Commons committee, which devoted eighteen entire days to this bill, no less than eleven of which were taken up by Mr. Rea alone.

A LONDON MERCHANT has, in a very excellent letter, called the attention of the public and the profession to the daily increasing difficulty of obtaining a sufficient number of special jurors. For several years the evil has been increasing, and it threatens to become a most serious hindrance to the conduct of the business of the country. No one who has a cause of the least importance would leave it to the decision of a common jury, and yet the fact remains undisputed, that while the proportion of special juries, compared to common

juries, is greatly on the increase, the difficulty of forming a special jury increases in a still higher degree. The London merchant states, and we fully believe him, that "few would object to discharge their duty to their fellows in this respect if they felt they were fairly treated;" but he complains that that is not the case. "Merchants," he says, "whose time is all but invaluable, are summoned on causes days before they are wanted, and are expected to waste their time waiting in these hot, crowded, and unwholesome courts, frequently having two and even three summonses for the same day to different courts. No consideration whatever is shewn for the jurymen; and the irritation produced on a man of extensive business by this useless loss of most valuable hours is not to be wondered at. The result is that he simply declines the duty, runs the risk of the fine, and leaves the litigants to obtain a jury as best they can. And it is under these circumstances that we find it now no uncommon occurrence for two or three special jurymen only to answer to their names out of the 24 who are summoned on each cause. No fines will stop this evil; and a different system must be inaugurated before any person can be sure of obtaining a special jury to try his cause."

There can be no doubt of the justice of this complaint. It is not merely unjust, it is cruel, to take a man away from the prosecution of his own concerns and compel him to discharge a public duty, and then to show the most perfect disregard, not only of his convenience, but of his interests.

The remedy appears to be simple. Let a sufficient number of special jurors be summoned day by day to do the jury work of that day, continuing their labour, of course, in any part heard cause. The parties summoned would be almost certain to be called; and, therefore, would, in general, attend; and, as they might often try three or four causes in a day, some small remuneration for their time would thus be made.

The evil appears to be so serious that we fully agree with the "London Merchant" that no time should be lost in the application of so simple and efficient a remedy.

IN THE CASE OF LEVY v. DE VRIES, which was an action for breach of promise of marriage tried about a week ago in the Court of Queen's Bench, the leading counsel for the defendant adopted a line of cross-examination of the plaintiff's mother, the obvious object of which was to hold her up as an improper character and therefore unworthy of credence. The attempt however entirely failed, and Mr. Seymour, Q.C., for the plaintiff remarked strongly upon this, observing that he did not blame his learned friend, who of course spoke only from his instructions, but that the gentleman who instructed him was very reprehensible. Mr. Justice Mellor, in summing up, observed that he did not, as a general rule, approve of counsel throwing everything upon the attorney, and excusing his "learned friend." The counsel who put an improper question ought not to be shielded because he had been instructed by the attorney. Counsel should exercise caution in putting such questions.

AT THE BAR MEETING last week it was announced that the distinguished French advocate, M. Berryer, having accepted the invitation of Lord Brougham to visit him in England, in the autumn, it was desired by his Lordship, and several other members of the four Inns of Court, to make arrangements by which the Bar of England shall entertain M. Berryer at a banquet on or before the 1st of November.

THE SECOND ANNUAL DINNER of the Legal and General Discussion Society will take place at the Freemasons' Tavern, on Saturday the 23rd of July inst. We are informed that from the promises already made, a large gathering of the members and their friends is expected. We wish it every success.

WE REGRET to announce the death of W. N. Welsby, Esq., of the Middle Temple and North Wales Circuit, and for many years Recorder of Chester, and junior counsel to the Treasury, which took place on Friday, July 1st, after a short but severe illness. Mr. Welsby was called to the Bar in Michaelmas Term, 1826, and at the time of his death was in the sixty-second year of his age. He was best known as one of the authors of "Meeson and Welsby's Reports" in the Court of Exchequer, and afterwards of "The Exchequer Reports."

WE REGRET to record the death of Lieut. Col. Brewster, Commandant of the Inns of Court Volunteer Rifle Corps, which took place yesterday (Friday) morning at an early hour.

THE QUEEN has directed letters patent to be passed under the Great Seal, appointing the Duke of Richmond, Lord Stanley, the Judge of the Court of Admiralty, Sir John Taylor Coleridge, the Attorney-General for Ireland, the Lord Advocate of Scotland, Horatio Waddington, Esq., John Bright, Esq., William Ewart, Esq., Gathorne Hardy, Esq., George Ward Hunt, Esq., and Charles Neate, Esq., to be commissioners to inquire into the provisions and operation of the laws now in force in the United Kingdom under and by virtue of which the punishment of death may be inflicted upon persons convicted of certain crimes, and also into the manner in which capital sentences are carried into execution.

WE LEARN that Mr. Henry J. Selwyn, a son-in-law of the late Lord Lyndhurst, has offered himself as a candidate for the representation of Maldon, at the next general election, in conjunction with George Montague Warren Pencocke, Esq. (Inner Temple), one of the sitting members.

MR. JOHN MOTT MAIDLOW, Fellow of Queen's College, was, on Friday, July 1st, elected to the vacant Eldon Law Scholarship.

THE BILL for giving power to the Commissioners of Works to acquire a site for the concentration of the courts of justice and law offices, will be found noticed elsewhere in our columns; we remark that it specially provides that "the building called Temple-bar" is not to be taken or used without the consent of the Court of Common Council of the City.

C. LOCOCK WEBB, Esq., of Lincoln's-inn, has issued an address to the electors of Bodmin, soliciting their votes at the next general election. It is understood that the present members will again come forward.

THE INCORPORATED LAW SOCIETY held their annual meeting yesterday. We were unable to learn what passed thereat in time for publication this week.

THE OFFICE of clerk of the Petty Bag, Court of Chancery, has become vacant by the death of Mr. F. G. Abbott.

A MEMORIAL, signed by eighty-one of the solicitors and firms of solicitors practising within the hundred of Salford, has been forwarded to the Earl of Sefton, who is high steward of the hundred court, praying his Lordship that in case of any amalgamation of the Manchester and Salford courts being effected, the ancient hundred court may be maintained under its ancient title.

MR. EDWARD W. COX, Recorder of Falmouth, has announced himself a candidate for the representation of Taunton at the next general election.

KING WILLIAM OF WURTEMBERG has left a rather curious will. "Having hated ceremony all my life," he says in one of the seven brief paragraphs of which the document consists, "I will not lie in state after death, and be gaped at by sightseers and the lovers of etiquette. I beg pardon of idlers for robbing them of a capital opportunity of looking at vain and unmeaning ceremonies. My corpse is to be buried in the presence only of my chaplain, my chamberlain, and the adjutant

du jour. My guard will do me the favour to supply an escort for the coffin on its way to Rothenberg. The funeral car is to leave the palace at night, to arrive at Rothenberg with the first rays of the sun. A single gun is to be fired at the termination of the funeral."

ASSIGNABILITY AT LAW OF CHOSES IN ACTION.

In the "Bill to alter the law for remuneration of Attorneys and Solicitors, &c.," it is provided by the 6th section that, "whereas, by the common law, choses in action do not admit of being assigned or transferred by deed; be it enacted that, from the passing of the Act, every chose in action may be by deed assigned at law, and the assignee is hereby empowered to bring, maintain, and take, in his own name, or, being a corporation, in the name of such corporation, all such actions, suits, and other proceedings in respect of such choses in action, as might have been brought, maintained, or taken in his own name, or by virtue of any power of attorney, by the person or corporation making such assignment. But this enactment shall not affect any rule of courts of equity as to priority of interest, by reason of priority of notice."

Now, if we look for the meaning of "a chose in action," we shall find in "The Termes de la Ley" that a thing in action is when a man hath cause, or may bring an action for some duty due to him, as an action of debt upon an obligation, annuity, or rent, action of covenant or word, trespass of goods taken away, *detaining, or such like*." And although the King may grant things in action *certain*, yet it is said "that the King himself cannot grant his thing in action that is *uncertain, as trespass and such like*;" and see 1 "Chitty's Practice of the Law," p. 99. It appears plainly, therefore, that in correct legal sense choses in action are not confined to rights arising out of contract only.

Now it surely cannot be the intention of the framers of this bill to make rights of action for torts, as trespass, assault, slander, seduction, &c., assignable. Yet it is difficult to say that the general language here used would not, if sanctioned by the Legislature, have that result. It will not, we think, be generally received as a proof of our superiority over our ancestors in the knowledge of social polity and jurisprudence, if we should legalize a practice which appeared to the founders of our juristic system to be fraught with the gravest evils. Nor ought we readily to charge them with over estimating the gravity of those evils, if we consider the precautions which are to be found in the Roman law against the mischiefs which were apprehended from permitting the unrestricted transfer of such things incorporeal as, in that highly refined system, were considered to be *res litigiosae*. The horror of our ancestors against vicarious litigation may have produced rules of indiscriminating rigidity, which may be found to be incompatible with that free action of the principles of commerce which is a necessity of modern life. But it is extremely doubtful whether the inconveniences which would result even from a rigid adherence to the old rules in all their trenchant severity, would not be less than those which would follow from a simple abrogation of them. Our old law seems not to have distinguished, as regards the danger which its rules against maintenance were framed to prevent, between the right to bring an action for the recovery of an ascertained and definite sum, such as would have furnished ground for the action of debt, and the right to recover an unascertained sum in damages for an actual or supposed wrong, whether flowing from a breach of contract, or from what was a tort in reality, and not in legal fiction merely. Whether the right claimed consisted in debt or damages, it involved in its nature the notion of deprivation of possession, and that was thought to be a sufficient reason for confining the remedy to the person against whom the tort or breach of contract had been committed. The King's courts were open to him if he chose to resort

to them; but this was a privilege he was not allowed to transfer to another. He must assert it himself, and assume all the responsibilities he would thereby incur (when amercements were not merely a form), or it could not be asserted at all. To meet the wants of commerce the aid of the elastic principles of equity has been resorted to, and the simple rigour of these old rules has undergone a salutary practical modification; yet that aid seems only to have been afforded for the object of facilitating the dealing with those rights to the benefit of contracts which, by a sort of common consent, have been deemed to be legitimate objects of commerce; and this category appears never to have comprised that class of wrongs and breaches of contract, which in judicial discussions have been sometimes referred to as "those for which vindictive damages might be given" (see *Beckham v. Drake*, 2 Ho. of Ld. Cas. 279). This demarcation seems to be based upon sound reason and morals. It is to be apprehended, however, that the language of the measure we are now dealing with would, in effect, remove this salutary distinction.

But, independently of this objection, it would seem that even if the general language employed should be restrained by interpretation to such choses in action only as are now held to be assignable under the equitable doctrine of the assignor becoming a trustee for the assignee (Butler's note to Co. Litt. 332, b. n. 1); still the consequences which may follow from the operation of the terms of the proposed enactment are such as may justly cause alarm. If the bill should become law, without any alteration in its language, there seems to be nothing to prevent A., having a claim against B., however unreasonable, shadowy, or remote, and however unlikely it may be to ripen into a right of property by the judgment of a Court, from transferring such claim, by the simple execution of a deed, to C., whose own desperate fortunes may make him indifferent to any retribution which may befall him in the shape of costs. For it is to be observed that the bill contains no provision for giving security for costs, and as C. would be suing in his own right, and for his own benefit, in the eye of the law, he could not be called upon to give security under the present practice (see *Parker v. Great Western Railway Company*, 19 L. J. N. S. C. P. 335). So that A. might be able to indulge in the vindictive luxury of bringing the scourge of litigation to bear on B. without any danger to himself *pro falso clamore suo*. The present law, by requiring the action to be brought in the name of the assignor, does not allow him to escape from that danger, and this no doubt operates as a very salutary protection against the multiplicity of unjust appeals to litigation. To hold that the right to enforce an obligation shall not be transferable from an original party to it to any stranger, seems at first sight to be, on philosophical grounds, the true principle, and to be involved in the conception of an obligation, for it is difficult to say why the parties to a contract have not a right to insist that it was part of their contract that the persons by and to whom obligations to which they necessarily become liable are to be performed, should be as certain as the thing or subject-matter of the contract itself. The rules of our own law, as to privity of contract, recognise this principle; which may be also found in the *juris vinculum*, which, in the Roman law, was thought to connect the parties to every obligation. On the other hand a right to recover a debt certain is essentially as much property as a reversionary interest in land, and it is equally difficult, on principle, to say why one such right should be assignable and the other should not. All systems of European law have, however, recognised the principle, though relaxations of its strict vigour have taken place in almost every code, but precautions have nevertheless been generally taken to prevent the mischiefs which a total disregard of the principle would produce. An enactment simply in the terms now under comment would seem to open the door to all the evils which, in

the advanced period of the Roman legislation, led to the adoption of those provisions which aimed at abating the noxious practices of the *redemptores litium*.^{*} It seems very doubtful, again, whether, under the 5th section, the debtor would be able to set off as against the assignee any cross-demand he might have as against the assignor in respect of dealings prior in date to the assignment. Courts of equity have by their rules on this subject provided for all these equitable adjustments, but something more than the concise terms of this section seems to be required in order to ensure that, in a court of law, the rules of equity will be followed out. A change in so important a principle as the non-assignability at law of a chose in action, if it be necessary, ought certainly to be carried out by such language as to leave no doubt that all the precautions which have been gradually adopted in equity for preventing the evils against which the legal maxim was intended to guard, will, as far as possible, be kept in view, when courts of law are called upon to apply the novel doctrine. We think it will occur to all who have considered the doctrines of equity on this head, that, besides the objections which have been already alluded to, it would be unsafe, on the meagre terms of this section, to expect that the new doctrine, as worked out in courts of law, without the adaptation of other legal rules to the same end will operate satisfactorily. At the same time it is obviously inconvenient that the incidents of this kind of property should be so different according to the particular forum in which it is attempted to enforce the obligation.

We observe that the bill, of which this section is only one of several most important provisions on subjects of the greatest practical interest, has been referred to a select committee of the House of Lords. It is doubtful whether it will pass into law, at least during the present session, and we think it an advantage that any proposal which aims at changing any long-established doctrine of law should be mooted and ventilated so that the minds of those who have thought on such subjects may be brought to bear on the discussion. By this means the object which, as the Lord Chancellor intimated in moving the postponement of the County Courts Amendment Act, all ought to have in view—that the proposed change shall also be an improvement—will be most likely to be attained.

THE TUSCALOOSA AND GEORGIA.

Some weeks ago we promised our readers to offer to them a short discussion of one of the questions raised by the appearance of the *Tuscaloosa* in British waters, viz.: whether prizes taken by a vessel which had put to sea in fraud of neutral law (as the *Alabama* had done) ought or not to be recognised as prize by the officers or courts of the neutral state?

The arrival of the *Georgia* in the port of Liverpool raises a similar question, viz.:—whether the ship herself, which has so put to sea, is or not protected by a belligerent commission, on her voluntary return within the neutral jurisdiction?

The two questions, though similar, and depending in some measure on the same considerations, are by no means identical; nor would a negative answer, supposing that to be the proper answer in each case, involve by any means the same results, either as regards the misdemeanant vessel herself, or the duty of the neutral government to the other belligerent power. In general, questions of this sort exclusively concern the rights of neutral citizens or the dignity of neutral governments, because, in general, the belligerents have no rights whatever *inter se*, and either party is at full liberty to employ any ship which he can get to harass and "prey upon" the commerce of the other. It is upon this principle that letters of marque are to be defended; if it be allowable, as between belligerents, to authorise the commission of acts of warfare, not merely by the recognised

^{*} Tapp on Maintenance, pp. 5-7.

troops of the contending powers, but by any person, even a mere stranger to the contest, who may choose from motives of profit to make "private war" on either side, it must *a multo fortiori* be allowable to make use of any vessel or other "implement of war," however obtained, which either party may *de facto* possess, and which may be applicable for the purpose.

But there are some instances, and this appears to be one of them, where the rights of neutrals are so intimately interwoven with the question as between the belligerents as to give a certain sort of qualified right even to the belligerents themselves. If a vessel in the position of the *Tuscaloosa* (setting aside for the moment her assumed commission, as to which see our former article on the subject,* and treating of her merely as a prize of the *Alabama*.) is not properly entitled to be recognised by us as prize by reason of the fault inherent in her captor; then it would follow that such a ship is, in the eyes of our courts, still the property of her original owners; and the duty would be thrown upon us, in the case supposed of such a ship coming voluntarily within our jurisdiction, of restoring her to those to whom she rightly belonged, in a cause of possession instituted in the *instance* side of the Court of Admiralty. Thus the belligerent owner, who has as against the captor no rights whatever, would obtain, by reason of our neutral rights, a direct remedy against that captor.

This consideration invests the question with a peculiar interest; because, while it would be within the discretion of the neutral government to waive, if it saw fit, any rights affecting only itself or its own citizens, the case becomes very different when by so doing it might prejudicially affect rights, however incidentally acquired, of foreign subjects.

The case of the *Georgia* is in this respect a different one; it cannot be denied that her commission is (or rather was, for she has ceased to be a Confederate ship) valid and authentic according to well-recognised principles; as little is it open to doubt that such commission effectually ousts any such jurisdiction as that before referred to, and the question therefore in her case is one solely concerning the honour and dignity of the neutral nation, with which neither belligerent has anything whatever to do. In case, then, it should appear, and we propose to show that it does so appear, that the original fraud committed on the neutral law affects the ship committing the same with an indelible taint, which nothing short of a *bona fide* sale to a neutral, a capture by the enemy, or the completion of the hostile cruise, can get rid of; a taint not only attaching to the ship herself, but affecting the *status* of other ships, so far as that *status* depends on anything done by or through the defaulter; it will follow from what has been said that it will be a question for the discretion of the neutral government whether to take any, and what, notice of this taint in the case where the ship herself ventures to return to neutral waters (*i. e.*, in the case of the *Georgia*), but that it is the duty of the neutral court, if called upon so to do in a proper proceeding founded upon an arrest of the vessels within its jurisdiction, to return to the original owners, neutral or belligerent, all prizes, real or alleged, taken by such ship during the continuance of the disability aforesaid.

The question therefore, so far as it affects the *Georgia*, admits of an easy solution. The remedy which it is most fitting and most becoming to the dignity of the neutral government to apply to a wrong of this nature is one which is entirely in their own hands, and which they have admittedly a right to apply arbitrarily, if they choose, *viz.*: the refusal of asylum within their waters to the vessel which has so wronged them. It is therefore a mere question whether or not they think it advisable to take this course under all the circumstances of any particular case, and, being thus reduced to a question not of law but of policy, ceases to have any place in this discussion.

* Sol. Jour. 521.

The other and larger question, the terms of which we repeat, *viz.*: whether prizes, taken on the high seas by a vessel which has put to sea in fraud of our neutrality, ought or not, on coming into our waters, to be recognised as lawful prize by our courts; does not seem ever to have been decided in England: and this need not be matter of surprise when we recollect that we now find ourselves perhaps for the first time in the position of neutrals in a great maritime war. There are not wanting, however, decisions of the Supreme Court of the United States, decisions pronounced by Story and Washington, concurred in by Taney, and reported by Wheaton, bearing very directly upon the principle of this case.

The general principle is laid down by Wheaton in these words, "Where a capture of enemy's property is made within neutral territory, or by armaments unlawfully fitted out within the same, it is the right as well as the duty of the neutral state, where the property thus taken comes into its possession, to restore it to the original owners. This restitution is generally made through the agency of the courts of admiralty and maritime jurisdiction." Then follow a number of instances in which captures, either made in neutral waters or on the high seas by the boats of ships lying in neutral territory at the time of capture, have been held illegal; and then a passage in the text† stating that President Washington and the United States legal authorities of the time considered that this rule applied to "captures made upon the high seas and brought into the American ports, if made by vessels which had been armed within them."

The principal cases on the point are the following:—

In *La Armistad de Rues*, 5 Wh. 355, the Venezuelan privateer *La Guerriere* captured a Spanish ship. It was alleged that, during the cruise in which the capture took place, the crew of the *La Guerriere* had been augmented in an United States port, and on this allegation the United States vessel *Surprise* seized the ship when passing through American waters, and brought her forcibly into the port of New Orleans. The District Court of Louisiana decreed restitution to the Spanish owners, with 5,200 dollars damages.

On appeal, the decision was reversed by the Supreme Court of the United States, on the ground that there was no sufficient evidence that the privateer had received any such augmentation of her crew as alleged; but the principle was admitted, at least so far as affected prizes coming voluntarily (as the *Tuscaloosa* did) into a neutral port. On the further question, whether the neutral has a right forcibly to arrest such a prize and bring it in for adjudication in the neutral courts, Mr. Justice Story in delivering the judgment of the Court said, "It is an important question, and when it shall be necessary to decide it, it will deserve serious consideration. The present case may well be disposed of without any discussion concerning it."

It will be remarked that the offence against neutrality with which *La Guerriere* was charged was one of those of which the *Alabama* had undoubtedly been guilty, illegal augmentation of her crew. It may be sufficient on this point to remind our readers that in the last contest that this vessel was ever to fight the British sailors illegally on board her were admittedly the most efficient gunners in her crew.

In the case of the *Fanny*, 9 Wh. 658, the captor ship had been fitted out under circumstances as nearly resembling those of the case we are considering, as can ever be reasonably expected. There the captor, *La Republicana*, had been built in Baltimore, apparently for an innocent purpose, and purchased by an American citizen for the use of the Buenos Ayrean government: her cannon and munitions of war had been "with a view of deceiving the custom-house officers, put on board a small schooner, and transferred to this privateer, a few miles below the port;" she was duly commissioned, and had captured on the high seas a Portuguese ship,

* International Law, p. 722.

† 1794, p. 724.

out of which she took some hides, which were purchased at St. Thomas's by a man named Levy, who consigned them to Baltimore in the *Fanny*. The circuit court of Maryland decreed restitution to the Portuguese owners, and the decree was affirmed by the supreme court. Mr. Justice Washington, in giving judgment, expressly laid it down that the captor had, under the circumstances described, been equipped as a vessel of war within the waters and jurisdiction of the United States, and treated it as of course that property captured by such a vessel, whether equipped by American citizens or foreigners, must, if brought within the jurisdiction of the United States, be returned to the original owners, unless it had previously got into the hands of a *bona fide* purchaser without notice. Indeed, the real question at issue in that case was whether Levy was or not such a purchaser, it was hardly attempted, even in argument, to contravene the principle on which we rely.

In the case of *La Negreda*, 8 Wh. 108, the Supreme Court (reversing the decree of the Circuit Court of Maryland) decreed restitution of the prize as against a purchaser under a condemnation in the belligerent prize court, and it was expressly stated that the Court was acting as an instance court in making this decree.

The same course was taken in the case of *The Arrogante Barcelones*, 7 Wh. 496, under precisely similar circumstances; and again, in the case of *The Santissima Trinidad* and *The St. Ander*, 7 Wh. 283, a decree of the Circuit Court of Virginia, to the same effect, was affirmed by the Supreme Court.

The entire law bearing upon this and cognate questions was elaborately considered in the last-mentioned case, and the following points, amongst others, were decided.

1. An illegal outfit does not affect any capture made after the original cruise is terminated.
2. But captures made during that cruise are infected with the character of torts, and the original owner is entitled to restitution when the property is brought within our jurisdiction.
3. This doctrine extends to public vessels of war as well as to privateers.

4. The exemption of foreign public ships coming into our waters under an express or implied licence, from the local jurisdiction, does not extend to their prize ships or goods, captured in violation of our neutrality.

These authorities are, we think, conclusive of the general proposition: the application of it to the individual case requires but these two postulates, neither of which admits, in our opinion, of any dispute.

1. That the *Alabama* was originally equipped in fraud of our neutrality, within the meaning of these rules;
- and 2. That, inasmuch as she had never, during her whole career, been in any Confederate port whatever, or even within Confederate waters, the cruise on which she was engaged was one and the same throughout.

REVIEWS.

The Notariats in all Countries; with practical ideas on the different deeds within the scope of the duties of notaries, the forms of deeds, and the scale of notarial fees. By M. H. BROCKEN, Advocate of the Imperial Court of Paris.*

PART I.—THE NOTARIATE IN ENGLAND.

The notary, as his name implies, holds the drafts and draws the documents which contain the agreements of men with each other. His duties in every organised society are as useful as are the other professions which minister to the material, physical, and moral wants of the citizen. One might say, on account of the immense services which the lawyer renders, that if he did not exist, he would have to be invented. The notariate has then a thoroughly natural origin, drawn from the requirements of society itself; but the astonishing thing is,

* This review is from the pen of a distinguished French advocate. It serves to elucidate the views entertained by the best-informed foreigners regarding the legal profession in this country.

that a business which arises everywhere from the same requirements should not be everywhere the same; that there is for every country a different notariate; *quot capita tot sensus*; here a complete notariate, there a defective or imperfect one. Thus in France, a country which may serve as a type of the perfection with which the Legislature has organised this institution, the notary exercises functions which command a respect nearly equal to that which is due to the judge. We might even add that the species of magistracy which the notary exercises there is more popular, more useful, and more pacific than that vested in the judges, because it brings the judge and the party into direct contact. The French notary not only enlightens families by wise advice on the direction of their affairs, but calms the impatience of clients, and appeases the differences occasioned by the shock of conflicting interests. And when he has induced all parties to compromise, he draws the deed which contains the agreement; then this deed is read, signed, and sealed in the customary form, so as to give a bodily expression to the words of the parties, and then this deed becomes authentic—that is to say, becomes conclusive evidence of the truth of its contents as against all the world. In this way the most important matters of life are managed in France—such as sales, loans, contracts, mortgages, contracts of marriage, successions, making of wills, donations, guardianship, &c. Starting from this hypothesis, that the French notariate is certainly the most complete notarial institution which exists, the most in unison with Nature and with the history of its attributes, M. Brocken has undertaken to explain and analyse the notariate and the notarial practice of every civilized country. He has reserved the honour of the first place in his work to the English notariate, to which he has devoted a pamphlet of seventy pages. The introduction to the English notariate is an interesting chapter, which contains several curious stories which evidence the manner in which the notariate of this country is appreciated in France. But his book could have had but partial success, and could only have figured in the libraries of amateurs, if the author had simply contented himself with making a dry analysis of English legislation on the subject. He has endeavoured to make his book useful and of service to the practitioners of every country. For this purpose he has added practical thoughts on the different classes of deeds, the common forms in deeds, and the scale of fees payable to the notaries of this country. The intention of the author is to finish the English part of his work in a second pamphlet, in which he will borrow from the practice of solicitors all that is required to make a complete notariate. After having finished his work on England, the author will proceed to Germany, and will treat, one after the other, of the various notarial institutions established in each of the States of that Confederacy. Then will come Belgium, Holland, Italy, Spain, Portugal, Sweden, the United States, &c.

Everyone must understand the importance of the services that such a work may render to the conduct of business; for without any expense either of travelling or of correspondence, the practitioner of each of these countries may make himself acquainted beforehand with the extent of the authority of the foreign practitioner, and the power which he has in respect of the matter which he wishes to carry out. He can at the same time secure the success of his undertaking, and ascertain the amount of the expenses which he will incur thereby. This is the information which the author supplies; for to German practitioners he reveals the English notarial practice, and to English practitioners the German, and so for every country. The task which the author has undertaken is great, but his powers are equal to it. To every country he must go to draw out for himself information of which he thus himself guarantees to us the accuracy. We heartily wish that this publication, which ought to figure in the libraries of the jurists and practitioners of our country, may obtain all the success and encouragement that it deserves.

The Law and Practice relating to Discovery by Interrogatories under the Common Law Procedure Act 1854, together with an Appendix of Precedents, and a full Index. By WILLIAM COMER PETHERAM, Esq. London. Maxwell, 1864.

This is a tolerably complete collection of the various cases which have been decided in courts of common law upon the practice as to interrogatories created by the Act named in the title; but without much attempt to arrange or digest the decisions. We doubt, indeed, whether they would readily admit of such treatment, for, so far as we can see from the very full account of them given in this book, (in which all the most im-

portant judgments are set out *verbatim*), it would seem that the judges themselves are not agreed upon any tangible principle, or any other rule than the analogy, or supposed analogy, of the practice in equity on bills of discovery; a practice of which they confess, and indeed the confession was scarcely needed, that they are thoroughly ignorant. As instances of this, see the judgment in *Horton v. Bell*, particularly the passage beginning with the words "The authority is given by the 57th section of the Common Law Procedure Act," near the bottom of page 15 of the work before us, and the case of *Adams v. Lloyd*, which will be found at pages 19—25.

In chapter 2 our author proceeds to discuss the cases in which the courts have endeavoured to lay down some more definite rules for their own guidance, in which, however, it will be found that the desire of the judges to protect the defendant from what they call "fishing" applications operates to prevent any clear and intelligible rule from being enunciated in terms sufficiently general to be practically useful. Mr. Petheram sums up the results of his labours in this direction in four postulates, which seem to us to be all deducible from the decided cases as *restrictions* upon the right to interrogate; but if it be intended to assert that all interrogatories which substantially conform to these four rules will be passed, and answers thereto enforced, by the common law courts, we must confess that we are very doubtful of the accuracy of the proposition.

The truth is that bills of discovery are relics of the time when the parties were not admissible as witnesses, and that no advantage can in general be derived therefrom which cannot be equally well or better obtained by calling the other party as your witness, at least now, when you are permitted, by leave of the judge, which in such a case would never, we presume, be withheld, to cross-examine a witness called on your own behalf who turns out hostile. To the best of our belief, not above half-a-dozen bills for discovery only have been filed in equity in the last twelve years (since the introduction of the new practice), and of those half-dozen (or whatever number there may have been) it is probable that more than half would have, on the authorities before us, been condemned as "fishing" by the courts of common law.

The most practically useful part of Mr. Petheram's book, a part which will be found of great service to any one who may think it to his advantage to make use of this Act, consists in the excellent appendix of approved forms, which occupies little less than one half of the entire work.

COURTS.

LORDS JUSTICES.

Young v. Fernie.—The following are the terms of the order made by the Lords Justices in this case, staying proceedings pending the appeal to the Lords.*

The proceedings to be stayed, the plaintiffs consenting, and the defendants to pay the costs of the motion. It is further ordered—

1. That the defendants pay the plaintiffs £10,000 on account of their costs.
2. That the defendants give an account of all their oil made from bituminous coals, such account to be verified by Messrs. Coleman & Co., the eminent accountants, and pay to the plaintiffs, in cash, the sum of 3d. per gallon as royalty thereon.
3. That the defendants be at liberty to continue their works, giving the plaintiffs accounts of their manufacture, and allowing the plaintiffs the same rights of inspection as contained in the licences granted by the plaintiffs, and paying to the plaintiffs 3d. per gallon on all crude oil bi-monthly.
4. In case the House of Lords should, in the pending appeal, reverse the Vice-Chancellor Stuart's decree, the plaintiffs to repay the moneys received as may be directed.

COURT OF CHANCERY.

(Before Vice-Chancellor Sir J. STUART.)

July 1.—*Young v. The Wareham Oil and Candle Company*.—Mr. Malins, Q.C., Mr. W. P. Dickens, and Mr. Theodore Aston, moved on behalf of the defendants in this cause to stay all proceedings therein, pending the appeal to the House of Lords in *Young v. Fernie*, recently decided in this branch of the court, the defendants undertaking that the decision of the House of Lords in *Young v. Fernie* as to the validity of the plaintiff Young's patent, should be binding on them, and

that they should not, until after the expiration of Young's patent, in October next, make paraffin oil or paraffin from the boghead coal.

Mr. Karstake, for the plaintiffs, was not called upon.

The VICE-CHANCELLOR refused the motion with costs.

(Before Vice-Chancellor WOOD.)

July 7.—*Flockton v. Peake*.—In this case, which came before the Court upon a motion to review the taxation of the defendant's costs, as between party and party, a short question of some general interest arose.

The taxing master had disallowed, among other items, the cost of the shorthand-writers' notes of the evidence, which was taken in court *videlicet*. The plaintiff, whose bill was dismissed with costs by the Vice-Chancellor, had appealed to the Lords Justices, who affirmed his Honour's decision. In the course of the hearing of the appeal the shorthand notes of the evidence taken upon the hearing in this court were tendered by the defendant, and used without objection by the plaintiff. The taxing master, in taxing the costs of the defendant, as between party and party, considered that the charges for such notes and copies could not be allowed as against the plaintiff, and in respect of this and another disallowance (the employment of a third counsel of the common law bar) the present motion was made.

Mr. Hinde Palmer, Q.C., and Mr. Boyle appeared in support of the motion, and urged the great convenience of using on the appeal the shorthand notes of the evidence taken on the first hearing, thereby saving the great expense of summoning and examining the witnesses all over again.

Mr. Swanston (Mr. Rolt, Q.C., with him), for the plaintiff, was not heard upon this point.

The VICE-CHANCELLOR said that he certainly would not make a precedent for allowing charges of this nature in costs as between party and party. He very well knew the enormous expense of the shorthand notes of a long examination, when every word, relevant or irrelevant, was taken down, while the judge exercised his discretion and only took down that which was of real importance. The taxing master had rightly disallowed these costs, and also the costs of employing a third counsel. That might be done in cases of great difficulty and complexity, but in a case like this it was a mere luxury, for which the defendant must pay.

COURT OF COMMON PLEAS.

July 6.—*Helps v. Clayton*.—In this case, of which we mentioned the material facts last week,† the judgment is to stand over, on account of the case, from its novelty and importance, requiring further consideration.

COURT OF BANKRUPTCY.

July 1.—*In re Farrar*.—The bankrupt, a solicitor, carrying on business in Cannon-street, obtained an immediate order of discharge.

(Before Mr. Registrar ROCHE.)

July 4.—*In re Russell*.—The bankrupt, Isabella Russell, described herself as of 107, Teobrook-street, Pimlico, spinster. This was the first meeting for proof of debts and choice of assignees.

A proof was tendered by Mr. Bernstein, of the Strand, for £182, in respect of dresses and other articles worn by ladies, supplied to the bankrupt; that he believed the bankrupt to be a lodging-house keeper. The bankrupt, in her examination, admitted that at the time when the debt was contracted she was living under the protection of gentlemen, and said that the creditor had supplied the goods in question with full knowledge of her mode of life.

The REGISTRAR rejected the proof, on the ground that the evidence established that the goods had been supplied for an immoral purpose.

Several other proofs were rejected under precisely similar circumstances.

July 7.—*Re H. A. Wildes*.—This bankrupt, well known as clerk of the peace for the county of Kent, appeared, at an adjourned meeting, for examination and discharge.

The meeting was further adjourned to the 4th of November.

GUILDHALL.

(Before Baron BRAMWELL and a Common Jury.)

July 1.—*Ablett v. Browne*.—This was an action to recover £26 6s. 10d., the balance of an attorney's bill; and the only question was whether the retainer had been given to the

plaintiff or a person named Norton. The plaintiff is an attorney, practising at 6, Newcastle-street, Strand, and 65, Cambridge-terrace, Hyde-park, of which house Norton is the landlord. Norton is not an attorney, but, in addition to being the plaintiff's landlord, acts as his clerk at a salary of £1 10s. a week. The defendant, according to his statement, had been introduced by Norton to the plaintiff, and the work charged for had been done from time to time on verbal instructions, without any written retainer. The plaintiff and Norton were strictly cross-examined to show that the latter was practising in the name of the former, and was, in fact, the person really employed. They, however, adhered to their original statement of their relative positions. The defendant swore that he knew nothing of Ablett, that Norton was the person to whom he had been originally introduced, and whom he throughout considered as his attorney.

Mr. Serjt. Tindal Atkinson and Mr. Gibbons appeared for the plaintiff; Mr. Serjt. Ballantine and Mr. F. G. Lewis for the defendant.

The jury found a verdict for the defendant.

GENERAL CORRESPONDENCE.

"NEGLIGENCE" BY A SOLICITOR.

Sir,—As I see that questions on points of law are replied to in your publication, I shall feel obliged by some of your readers' views on the following case:—A., in the year 1852, mortgaged his property to B., and in the year 1856 sold a portion of the mortgaged land without the consent of B., to C.; C. then mortgaged the land purchased by him, to D.; D. on the same day as the mortgage, granted a lease to C., and C. regularly paid to D. interest, as he states, for several years, until 1860, when he endeavoured to sell the property, on which he has expended a considerable sum, but, finding he could not sell on account of the property being previously mortgaged by A., of whom he bought it, he let it to a tenant, E.; B. subsequently sold a part of the property mortgaged to him by A., and included in the same advertisement the property A. had sold to C., without his consent; the property sold realized sufficient to pay off his mortgage, without touching the property sold by A. to C.; D., finding his interest unpaid, now distrains (as he alleges by virtue of his lease to C.) on E.'s property, and E. has replied; it is now alleged that E. cannot dispute D.'s title, as his superior landlord. E. was not aware of the lease or mortgage until the distress on him, and had paid his rent up to the last quarter to C. The legal estate in respect of the property occupied by E., as tenant to C., is still outstanding in B., who has not re-conveyed.

1st. Can E. dispute D.'s title, and has D. power to distrain on E.'s goods by virtue of the lease from D. to C., who let to E., and are there any cases which show the right of a mortgagee who leases under the above circumstances, to distrain on an under-tenant?

2nd. The solicitor who prepared the conveyance from A. to C., and the mortgage from C. to D., and the lease from D. to C., was well aware of the previous mortgage, and is the same person who acts as bailiff in distraining on E.'s goods.

Is he liable for negligence in not obtaining the consent of B. in the sale from A. to C., or would this be a case to bring before the Law Institution? A SUBSCRIBER.

COURT OF ADMIRALTY.

Sir,—Will you allow me, through the medium of your columns, to point out the great inconvenience and serious delays which occur in proceedings in the Admiralty Court, by reason of the judge only sitting in chambers one day in the week, and not always as often as that.

"The motions and summonses have to be filed five days before they are heard in chambers, and any of your readers accustomed to the prompt and speedy practice of the common law offices can readily imagine the difficulty there is getting Admiralty suits heard quickly.

This is a great evil when it is considered that the class of men who are suitors in the Admiralty Court are either merchants, to whom interest on the money to be eventually recovered is a serious matter, or sailors, to whom time is money.

Doctors'-commons, June 30. IN REM.

HAWKINS v. COULTHURST, Q. B. 12 W. R. 825.

Sir,—Allow us to correct an error into which you, in common with others, appear to have fallen as regards the judgment of the Court in this case, and which, if allowed to pass, may

render nugatory the great value of this decision to holders of policies of assurance on the lives of third parties.

The Court certainly decided that the value of the policy at the time of the breach was the true measure of damages under the third breach assigned in the declaration (*i. e.*, the forfeiture occasioned by the defendant's going to Canada), but also appended the rather important direction that such value was to be ascertained by bearing in mind that the defendant had (in the assignment by him) covenanted to pay the premiums on the policy; and the effect of this part of the judgment is to give substantial, instead of nominal damages only, to the plaintiffs. We may add, in proof of our suggestion, that the value, instead of being a mere trifle, as you apprehend, has been since assessed by Mr. C. J. Jellicoe at the sum of £481 10s., the sum for which a deferred payment of £1,000 on the death of the defendant (the assured) would, at the time of the breach by him, have been secured by any respectable assurance office, to be paid to the plaintiffs.

We agree generally with your excellent remarks upon the difficulties surrounding securities created by assurances on lives of third parties, and the expediency of devising some plan of avoiding those difficulties, although we are not prepared to say that the "Indisputable" policies, as they are very comprehensively termed, of any existing office at all effect that result. We have a recollection of the principle having been some few years since introduced by an English office; but we believe grounds were found on which to dispute payment when the time for that disagreeable process arrived.

Probably much more benefit would result to all parties interested were the existing offices to simplify the conditions of their policies instead of attempting to issue indisputable policies, which, if strictly what they profess to be, must obviously, in many cases, be unjust to the shareholders in the company.

HURFORD & TAYLOR, Plaintiffs' Attorneys.
Lincoln's inn, E.C., July 4.

CONVEYANCING COSTS.

Sir,—In reply to the letter of "An Intended Moderate Changer" in your paper of the 25th of June last, I beg to say that the guinea includes *all* attendances, in fact *every charge* but the stamp. ONE THAT KNOWS.

ADMINISTRATION SUITS.

Sir,—I ask permission to say a few words in your Journal as to *administration suits*. It need hardly be said that a large portion of causes in equity fall within this designation. Some of such suits are hostile, whilst others are friendly. The general objects of these suits are either to protect a fund or to get questions of doubt settled by the Court. Such suits not infrequently become very troublesome, and call for skillful conduct. No doubt, in some, and it may be acknowledged in many instances, these suits are simple and pay well. But there are exceptions to this.

What I wish chiefly to advert to is the *costs* of administration suits. By the present regulations, the costs must be taxed, and it is becoming the practice to do this very rigidly. It is true that costs as between solicitor and client are generally agreed to, but this is a very flimsy protection. Not unfrequently a plaintiff, who has either protected a fund, or got it administered under circumstances of difficulty, is a *loser*. The extra costs must either be lost by the solicitor or fall on the client. Taxing masters, who have been long out of practice as solicitors, little estimate difficulties, and accounts which may involve considerable investigation, are literally "laughed at" as trifles. Again complexities and difficulties in the rights of parties are little estimated in the master's office. No doubt some allowance must be made for this, as the solicitors in the suit can alone enter into such matters.

Now, sir, it is under these circumstances that I suggest a *power to agree upon costs by the parties*. Why should not the parties to an administration suit—where all are competent—have such a power as this? The delay incident to drawing up a decree and taxing costs is frequently cruel in its results to the parties. Though the taxing-masters are, generally speaking, gentlemen of probity and honour, it is still a very inadequate office, even to pass by its enormous expense. Where a fund is being dealt with by the beneficiaries, what harm could result from the power I suggest? There are, in practice, precedents for this, as in the case of orders to disburse, where costs are only taxed where the parties cannot agree. This hint is thrown out for the consideration of the profession, but with all respect for the taxing-masters. The individual interests of parties to a suit will, as it seems to me, be an adequate

check to extortion. It not unfrequently happens that, in the present state of things, money has to be borrowed upon the interests of the parties. This is not only attended with the payment of interest, but with costs of equitable mortgages. Suits little understand the delay which takes place in drawing up decrees, and in taxing costs, and the blame falls on the solicitors. The whole machinery of the Court of Chancery requires revision in many respects, and that by practical men. Much has already been done by law reformers, but even now it is too cumbersome and dilatory. Accept my apology for these hints.

J. CULVERHOUSE.

APPOINTMENTS.

JOHN MALLINSON, of Bedale, in the county of York, gentleman, to be a Commissioner to administer oaths in the High Court of Chancery.

Mr. ALFRED HILL, son of M. D. Hill, Esq., Q.C., Recorder of Birmingham and Commissioner of the Bristol District Court of Bankruptcy, to be Registrar of the Birmingham Bankruptcy Court, *vice* Mr. Wilson, resigned.

Mr. E. MILLER, one of the official assignees of the Bristol District Court, has retired after a period of twenty-two years' service. The vacancy thus created will not be filled up, but Mr. A. J. Acraman will be sole official assignee for the Bristol district.

JOHN WESLEY BENYON, of Perth; WILLIAM N. MILLER, of Galt; and ALEXANDER MORRIS, of Perth, Esqs., Barristers-at-Law; M. JOSEPH HICKEY, of Ottawa, Esq., Attorney-at-Law; ISAAC SIMPSON, of Kingston; and ISAAC FRANCIS TOMES, of Goderich, to be Notaries Public of Upper Canada.

THE HON. CHANDOS LEIGH to be recorder of Stamford, *vice* Mr. Flowers, Metropolitan Police Magistrate.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Tuesday, July 5.

BRIBERY BILL.

In answer to a question from Lord Cranworth, Lord BROUGHAM said it was not his intention to proceed further with this bill in this session. He was bound to believe that the members of the other House were resolved, if possible, to prevent bribery and corruption, and if such was their resolution they might, by a standing order, require every member on taking his seat to make a declaration that his return had not been procured by corrupt means.

HOUSE OF COMMONS.

Friday, July 1.

PENAL SERVITUDE ACTS AMENDMENT BILL.

Mr. HUNT brought up the report of the committee which had been appointed to draw up reasons for disagreeing with certain of the Lords' amendments on this bill, and the report was agreed to.

COURTS OF JUSTICE.

The ATTORNEY-GENERAL obtained leave to bring in a bill to supply means towards defraying the expenses of providing courts of justice, and of the various offices belonging thereto, and for other purposes.

INNS OF COURT.

Mr. GRANT DUFF called attention to the report of the Commission on the Inns of Court, appointed in July, 1854, which was presented in August, 1855. He meant to confine himself to one of the questions dealt with by the commission—namely, the action of the Inns of Court in guarding access to the bar. That subject had been often discussed in Parliament during the last twenty years, and every discussion had, he believed, been followed by some reform. In 1846 Mr. WYSE moved for a select committee on the question. Their report was presented in August, 1846. Some time was allowed to the Inns of Court to enable them to reflect upon the course which they should pursue in consequence of that report, and that led in 1853 to the establishment of the Council of Legal Education, together with the system of readerships, studentships, &c., founded under their control. The commission of 1854 was

composed of very distinguished men, and appointed at the instance of Mr. Napier, since Lord Chancellor of Ireland, and they recommended, among other things, that the Inns of Court should be constituted into a sort of legal university, giving a systematic training, to be tested by a compulsory examination. There were three different classes into which the profession was divided. First, those who went to the bar with a direct view to practise; secondly, those who went to the bar, not with the direct view of succeeding as practitioners, but in the hope of obtaining some appointment which law or custom confined to members of the bar; and thirdly, merely nominal barristers. With regard to the practitioners, a good practice was no guarantee of fitness to discharge the higher duties of his profession, and it was notorious that successful practitioners were often the most bitter and determined enemies of law reform. With regard to the second class, it would be seen by the evidence of Lord Brougham before the committee of 1846, that there was often great difficulty in finding persons capable of taking office as colonial judges, because the capable men were only trained in English law, and had no systematic training in general jurisprudence, which would enable them to deal with systems different from their own. He would read a few sentences, written some years ago, but applying, with little variation, to the present state of things, which were descriptive of the different laws in force in the various parts of the Queen's dominions:—

"At this moment there are few of the systems of legislation, either of ancient or modern times, which are not in force as living law in the British Empire—Menu and Mohammed, beside the civil rights of the Hindoo and the Mussulman, and an appeal from India compels our Privy Councillors to consult the Koran and the Puranas as authorities at Whitehall. In the Norman isles, the severed portions of the domain of the Conqueror, the barbaric costume framed by his justiciars still guides the grand bailiff and the seneschal who dispense the equity of Rollo, now forgotten, in the hall of Rouen. Canada cherishes the volumes which have been cast forth from the Palais de Justice, and the legitimate representatives of the proud and learned Presidents of the Parliament of Paris are found in the court-house of a colonial town. Banished from the flowering meadows of the Seine, the ordinances expounded by St. Louis constitute the tenures of land on the gulf of St. Lawrence. In the opposite hemisphere, we bestow an equal protection upon the Codes of Napoleon. Our Sovereign appoints her alcaldes and her corregidores in the Indies of Columbus, while her landrosts in Southern Africa are guided by the placets of the departed Republic of the Netherlands."

He would now pass to the third class—nominal barristers. This was a numerous class, largely represented in that House and in general society, and he contended that it was as little for the advantage of that class as for society that they should be barristers in name only. To bear the title they should at least have gone through some course, which would add something to the title. The Council of Legal Education, the five Readers of the Inns of Court, and a joint committee of the Inns had all agreed in favour of a compulsory examination. The Benchers of Lincoln's Inn, however, by a majority, came to the determination to oppose the report of the committee, and, after a great deal of controversy with the other Inns, a compromise was at length effected in the shape of the regulations which came into force in Michaelmas, 1863. He hoped that whoever undertook the defence of the Inns of Court would explain the grounds on which they had disregarded the recommendations of a select committee of this House, of a Royal commission, and of the Council of Legal Education, and the opinions of the Lord Chancellor, Lord Brougham, the five Readers, and other experienced lawyers.

Mr. NEATE complained that the Inns of Court were irresponsible in the discharge of their functions.

The SOLICITOR-GENERAL said that he was himself in favour of compulsory examinations; but there were other considerations which had influenced the Inns of Court. All who sought admission to the Bar were not necessarily persons intending to practise. Many gentlemen wanted to qualify themselves for performing the duty of magistrates, and some of the most distinguished members of that House itself belonged to one or other of the Inns of Court. The Inns thought that to establish a strict examination would have the effect of deterring persons of that class from seeking admission to the Bar, which would be prejudicial not only to the Bar, but also to the public. The Government did not intend to take any steps in the matter, believing, as they did, that the Inns enjoyed the full confidence of the profession.

Wednesday, July 6.

INSOLVENT DEBTORS' BILL.

Mr. PAULL moved that the House go into committee upon this bill.

Mr. PAGET appealed to the hon. member not to press the bill. The Lord Chancellor had introduced a somewhat analogous measure into the other House, but, owing to representations that were made, and opposition that was offered, that bill had been withdrawn.

Mr. PAULL said he had abstained from pressing this bill until now, because he had understood that the Lord Chancellor intended to deal with the subject to which it related. As the Lord Chancellor's bill had been withdrawn he knew no reason why this bill should not be proceeded with.

After a few words from Mr. BAINEY and Colonel FRENCH, The House went into committee, but no progress was made.

Pending Measures of Legislation.

COURTS OF JUSTICE (SITE) BILL.

Preamble.—Recites the Commission of 1858, for inquiring into the expediency of concentrating all the superior courts of law and equity, the Probate and Divorce Courts, and the Court of Admiralty, and the various offices belonging to the same, and into the means for carrying out the above objects. And the report of such commission, that such concentration was expedient, and their recommendation, as a site therefor, of certain premises lying between Carey-street and the Strand, and that such premises could not be acquired without the authority of Parliament; and that it was expedient that powers should be given to the Board of Works to purchase such lands, and provide accommodation for the said courts and offices, be it enacted, &c.

1. Short title. "The Courts of Justice Building Act, 1864."
2. Incorporation of Commissioners of Works for purposes of Act.

3. Purposes of Act: acquisition of a convenient site; erection on such site of suitable buildings; and such works and things as are conducive to the attainment of the above purposes.

4. The commissioners may purchase any of the prescribed lands, "with the exception of the building known as Temple Bar, which they shall not be empowered to purchase, take, or use without the consent of the Lord Mayor, Aldermen, and Commoners of the City of London in Common Council assembled, testified in writing under the hand of the town clerk of the said city for the time being."

5. All lands purchased by the commissioners to continue subject to land tax and rates.

6. Power to commissioners to enter on the prescribed lands for the purpose of surveying or valuing the same.

7. The Lands Clauses Consolidation Act, 1845, and the Act 23 & 24 Vict. c. 106, to be incorporated with this Act, except as follows (that is to say):—

- (1.) The Lands Clauses Consolidation Act, ss. 16, 17, shall not be incorporated with this Act.
- (2.) This Act shall be the "Special Act," and the commissioners shall be the "promoters of the undertaking."
- (3.) The bond required by the Lands Clauses Consolidation Act, s. 85, shall be under the common seal of the commissioners, and shall be sufficient without the addition of the sureties in the said section mentioned.

8. Questions of disputed compensation in London to be heard in the Lord Mayor's Court of the City of London.

9. Upon the purchase by the commissioners of the prescribed lands, or any part thereof, all rights of way, and other easements in or relating to such land, shall be extinguished, without prejudice to any right to recover compensation.

10. Limit for compulsory purchase, five years.

11. The commissioners may construct such buildings and works, and do all such other things as may, in their opinion, be necessary or expedient.

12. Nothing in this Act to impair any rights of the Metropolitan Board of Works in relation to any sewers, drains, or watercourses.

13. Nor to prejudice any rights vested in the Commissioners of Sewers of the city of London, with respect to Bell Yard.

14. All buildings erected on the prescribed lands to be exempt from the first part of the "Metropolitan Buildings Act, 1855."

15. No purchases to be made without the authority of the Treasury.

16. Notices, &c., may be signed by the solicitor or secretary for the time being of the commissioners, and need not be under their common seal.

17. Orders concerning money paid into court may be made at chambers.

18. Penalty for obstructing commissioners, £5.

19. No deed or other instrument made by, to, or with the commissioners to be subject to any stamp duty.

20. Every conveyance or other deed whereby any of the prescribed land is conveyed to the commissioners shall be enrolled in the Court of Exchequer, and entered in the books of the commissioners.

21. A copy of the plans of the prescribed lands shall be deposited at the office of the commissioners, and all persons may at all reasonable times inspect the same on payment of a fee of one shilling.

COURTS OF JUSTICE MONEY BILL.

Preamble.—Whereas it is expedient that the cost of erecting the intended new courts of justice should be borne as follows:—

1st. By the sale to Parliament of the old offices.

2ndly. By a contribution of One Million Stock, part of a sum of £1,291,629 10s. 5d. Stock, surplus interest of the Sutor's Fund (hereinafter referred to as the Surplus Interest Fund) and

3rdly. By the taxation of suitors of the courts, other than the Court of Chancery to be accommodated in the said building.

Be it therefore enacted, &c.

1. Short title—"The Courts of Justice Money Act, 1864."
2. Definition of "The Treasury," "Suitors," and "Compensation Allowances."

Provision of Fund for Works.

3. Advances required for works not exceeding in the whole £1,500,000, to be made by the Paymaster-General.

4. All repayments to the Account of the Paymaster-General to be carried to and be made part of the Consolidated Fund.

5. For the purpose of securing such repayment there shall be contributed a sum not exceeding £1,500,000, as follows:

First, £* estimated value of the present courts and offices.

Secondly, £1,000,000, Surplus Interest Fund:

And lastly, an annuity for a term of fifty years, to be raised by fees to be imposed on suitors and on processes in the courts and offices to be accommodated in the said new buildings other than the Court of Chancery.

6. Surplus interest fund, to an extent, not exceeding in the whole one million stock, to be sold as the said Lord Chancellor shall from time to time direct; and the moneys arising from such sale to be paid to the account of the Paymaster-General.

7. The residue of the advances, with interest, to be repaid by a contribution, to be levied on the suitors (other than those of chancery) using the said buildings, or a redemption annuity calculated at £4 per centum per annum on the amount of such residue, and payable for a term of fifty years, such term to commence from the period when such buildings shall be completed and fit for occupation, the commencement of such period to be announced in the *London Gazette* by the direction of the Treasury.

8. The amount of such residue to be ascertained by adding to the principal money interest from the time of the respective advances up to the commencement of the said term of fifty years, at the rate of £3 5s. per centum per annum.

9. The suitors (other than those of chancery) are to contribute in proportion, as far as may be, to the use made by them of the buildings erected in pursuance of the said Building Act. This proportion to be determined by the Treasury.

10. This contribution to be levied by means of a separate fee, called the rent of courts' fee, to be collected by stamps.

The net produce of such rents of courts' fee to be paid by the Commissioners of Inland Revenue to the credit of the Paymaster-General.

11. The Paymaster-General is annually to make up and balance an account of the moneys due in respect of the said redemption annuity, and the rent of courts' fees are to be from time to time revised and varied, so that the produce thereof may, as nearly as practicable, balance the amount payable in respect of the said redemption annuity for that year.

* So in Act.

If in any year there shall be a deficiency, such deficiency is to be satisfied with interest at £3 5s. per centum per annum, by means of increased fees in the next year, or as soon as conveniently practicable; but if in any year there shall have been an excess, such excess is to be applied in redeeming so much of the said annuity as may be.

This account to be annually laid before Parliament.

12. As soon as such redemption annuity shall have been satisfied as aforesaid, the rent of courts' fee to cease to be levied.

13. The treasury may from time to time make regulations with respect to the Advances Act, and all other matters necessary to carry this Act into effect.

14. The Lord Chancellor may negotiate for the purchase or redemption of the compensation allowance, either for a gross amount of cash or stock, or for a Government annuity, on the basis of the tables referred to by 10 Geo. 4, c. 24, s. 14; and for this purpose may sell any part of the Surplus Interest Fund, or of any fund charged with such compensation allowances.

15. If the Sutors' Fund remaining in the Court of Chancery shall be at any time insufficient to satisfy the claims of the sutors thereon, such deficiency shall, to the extent of one million, be made good out of the Consolidated Fund; and if the residue of the Surplus Interest Fund and the other funds charged with compensation allowances are insufficient to meet such charges such last-mentioned deficiency also shall be made good out of Consolidated Fund.

15. Notwithstanding their removal to the site provided by the Courts of Justice Building Act, 1863, the superior courts of law and equity may exercise the same jurisdiction and enjoy the rights and privileges as they have hitherto exercised and enjoyed, and all statutes, charters, and other instruments wherein Westminster is described or referred as being the locality of the said courts, shall be construed as if the site provided by the said Courts of Justice Act, 1864, had been described or referred to in the said statutes, charters, and other instruments as the locality of the said courts instead of Westminster.

17. Forms of writs may be altered by order in council.

18. Whenever the Lord Chancellor certifies under his hand to the Treasury that business, hitherto conducted in the premises described in the schedule, or any part of such premises, has been transferred to any of the intended new buildings, the following consequences shall ensue—that is to say, such buildings, lands, and premises shall thereupon vest in the commissioners, as incorporated by 15 & 16 Vict. c. 28, for the purposes of that Act, discharged from all subsisting trusts.

19. And whereas by virtue of 15 Geo. 3, c. xxii, lvi, part of the garden of Lincoln's-inn was sold for the six clerks' and registrars' offices, and the same are now used as the offices of the Accountant-General and Registrars, and of the Clerks of Records and Writs, and of the Clerk of Enrolments, and the same are now under the said two Acts, and under 5 & 6 Vict. c. 102, s. 29, vested in the Accountant-General: and whereas under 56 Geo. 3, c. lxxiv, a court for the sittings of the Vice-Chancellor of England was erected in Lincoln's-inn, and vested in the said society for the purposes of the Act: and whereas the said society did in 1841, 1851, and at other times, expend out of their own funds certain sums for the benefit of the Court of Chancery: and whereas, after the said new buildings shall have been erected, Lincoln's-inn will cease to have the benefit of the business of the said courts being carried on within the precincts thereof, and it is just that the said society should be repaid the amount of their aforesaid outlays: be it enacted, that Lincoln's-inn may re-purchase the sites of the said six clerks' and registrars' offices at the selling price, and the buildings themselves at a valuation as old building materials; and the trusts declared by 56 Geo. 3, c. lxxiv, shall be discharged, and Vice-Chancellor Kindersley's Court shall become to all intents and purposes the exclusive property of the said society, without payment for the same; and the said society shall be repaid the sums they have expended out of their funds for the use of the said Court of Chancery; and the Lord Chancellor may settle an account with the said society upon the basis of this enactment, and order the balance of such account to be paid into or out of the Sutors' Fee Fund, as the case may be; and thereupon may make a vesting order of the said sites and buildings in favour of the said society. The option of re-purchasing the said sites, and purchasing the said erections and buildings respectively, may be exercised by the said society at any time within two years after notice to the treasurer of the said society of the filing of the certificate of the Lord Chancellor, mentioned in s. 18.

Schedule.

The "Masters' Offices," and all other the lands and hereditaments, if any, purchased or acquired in pursuance of the Act of 32 Geo. 3, c. 42.

SCOTLAND.

COURT OF SESSION.

LIABILITY OF TRUSTEES IN BANKRUPTCY.

June 20.—*In re Frey's Sequestration*.—Under the 83rd section of the Bankruptcy (Scotland) Act, 1856, any trustee who shall keep in his hands, for more than ten days, a sum belonging to the bankrupt estate exceeding £50, "shall pay interest to the creditors at the rate of £30 per centum per annum on the excess of such sum above £50, for such time as the same shall be in his hands beyond ten days." The trustee in this case had been directed to divide £643 among the creditors as a first dividend. He intimated by circular to all the creditors entitled to share in it, that they would receive payment in his office in Glasgow, on the 8th day of October, 1863. The majority came and received payments during the next week. But creditors entitled to receive to the amount of £219 did not call for their dividend until about the end of the month, and during the interval this £219 remained in the hands of the trustee. This appeared on the face of his accounts, and was observed by the accountant in bankruptcy when he came to examine them according to the statute.

The *Solicitor-General* and Mr. A. S. Kinnear, now reported the matter to the Court, and urged that the penalty ought to be inflicted.

Mr. Patton and Mr. C. Scott, for the trustee, maintained that, on a dividend becoming payable, he was entitled to draw the money necessary to pay it, from the bank, and to retain it in his hands for the behoof of the creditors entitled to it until it was convenient for them to call for it.

The Court⁹ held that the bankrupt statute was intended to prevent trustees from retaining the money of the estate in their hands for more than ten days, and to a larger amount than £50 in all circumstances; that this trustee had contravened the statute, and must pay the penal interest of 30 per cent.; but it was observed that no blame was attachable to him, and the accountant in bankruptcy did not ask for costs.

REGISTRATION OF WRITS.

The Society of Law Agents for the eastern district of Fife have addressed a memorial to the Lord Advocate and the Lord Clerk Register suggesting various alterations in the registers of land rights, which, they say, can be made easily, equitably, and at once, without the aid of Parliament. They chiefly complain of the excessive cost of registration, and pray for a reduction of the same.

IRELAND.

RELEASE OF PRISONERS IN WESTMEATH.

Some stir has lately been caused here by the liberation of Patrick Egan and Michael and Patrick Duigan, in the County Westmeath, before the term of their sentence had expired. The prisoners were indicted for appearing in arms, to the terror of her Majesty's subjects, and also for breaking into a dwelling-house. They were convicted at Mullingar Summer Assizes, 1862, and sentenced to two years' imprisonment by Chief Justice Monahan, but on a memorial sent to the Lord Lieutenant were released after only a few months' confinement.

The grand jury of the County Westmeath, at the next Spring Assizes, passed an address to the Lord Lieutenant, in which, after detailing the circumstances, they stated that "the difficulty of procuring evidence consequent upon the almost invincible intimidation abroad, would be fearfully strengthened by such clemency as was shown to the offenders in question, one of whom had to be bound over to keep the peace, immediately upon his liberation, in consequence of a riot resulting in celebration of his triumph." They therefore felt "called upon to address his Excellency upon this subject, and to protest against the system of pardoning offenders against the peace of the county, under any circumstances, without previous consultations with the local magistrates specially convened for that purpose."

⁹ Lord Justice General, and Lords of First Division.

This address was forwarded to his Excellency by Lord Castlemaine, Vice-Lieutenant of the county.

The Lord Lieutenant having declined to give any satisfactory answer, the memorial on which the release was granted was moved for in the House of Lords, and, after considerable pressure, Earl Granville consented to produce it.

On the return being presented to the House, it appeared that the prisoner Michael Duigan had presented a petition to his Excellency, which was received on March 30, 1863, in which he stated that it "was altogether a case of mistaken identity on the part of the prosecutor, who must have taken some other person to be petitioner, who most solemnly declares he was not near the prosecutor's house at the time of the occurrence; neither had he hand, act, or part, or knowledge of the matter;" and also that he had an aged father and mother in a great measure dependent upon his help. This petition was also signed by forty-seven other persons. There was also a petition in favour of the prisoners from Mr. Berry, a Baptist minister in the neighbourhood; inclosing a letter from a Mr. William Green, a member of his church, a jurymen, and agent to a gentleman of property in the county, in which he said, "It is a well-known fact that they were not the persons guilty of the crime, and I am quite sure they were not. Now, it is a great hardship that innocent men should be suffering in the jail of Mullingar so long. I suppose it must have been a mistake of the prosecutor as to identity, as these three young men always bore an unblameable character. If anything could be done to mitigate their sentence it would be a great mercy."

On these representations Lord Carlisle conceived that he had sufficient ground for releasing the prisoners, and he accordingly ordered their discharge.

ALLEGED CONSPIRACY TO DEFRAUD.

The case of *Reynolds v. Lemon*, at present before the Court of Exchequer, is likely to become one of the *causes celebres* of the time. It is an action upon a bill of exchange for £2,000, drawn by the defendant, an extensive manufacturer of confectionary in Dublin, on Mr. Ruthven, and endorsed to the plaintiff, a cement manufacturer at Great Yarmouth, in Norfolk. Some time ago Lemon purchased Dyce's Horse Repository in Stephen's-green. Shortly after he was applied to by Mr. Southwell Ruthven, son of a gentleman who once represented the city of Dublin in Parliament. He stated that he was in partnership with Mr. B. Parker, a very eminent man and a large capitalist, living in London. Parker agreed to purchase the premises in Stephen's-green for the sum of £20,000, of which £5,000 was to be paid on the execution of the conveyance; but this was not done. Lemon charges these two gentlemen and others with the following scheme to defraud him:—Ruthven, in Dublin, kept perpetually reading to Lemon certain letters received from Parker, in London, describing enormous business transactions in which he was engaged, and speaking as if he had an unlimited command of money. He consigned to Lemon 800 casks of worthless cement, on which the latter paid £70 freight and advanced £200. Lemon firmly believed in the representations contained in these letters, the more readily as Parker had promised to get him into Parliament at the next general election for Ennis. The result was an arrangement that Parker should get Lemon's bills discounted to the amount of £7,000; but Lemon got no money for his bills, and when he went to London to see about them, Parker gave him checks for the amount, which were, however, all post-dated, and upon presentation were not honoured. Eventually, Lemon had to pay £1,500 to the Union Bank, and give the bank a mortgage for the residue of the bills which they had discounted. One of the bills was discovered, by means of the detectives, in the possession of a London shopkeeper named Eldred, who gave it up on receiving a sum of £163. The character of Parker and the antecedents of Ruthven were discovered, and Lemon, therefore, determined to resist the payment of the present bill, as having been obtained from him by fraud. Thereupon Reynolds issued a trader-debtor summons against him on the 1st of April, and came over to this country to make his case. Lemon stated the whole of the circumstances to the Court of Bankruptcy, and obtained leave to defend the action.

PRESENTATION TO MR. SERJEANT SULLIVAN.

A large number of the members of the Legal and Historical Society, which is composed exclusively of gentlemen of the Bar, met lately at the Four Courts for the purpose of presenting Mr. Serjeant Sullivan with a handsome silver claret jug, as a recognition of the warm interest which he has always taken

in the welfare of the society, and as a mark of their personal esteem and regard for him. The testimonial, which is a copy of a vase taken from the Spanish Armada, and now the property of her Majesty, was manufactured at the establishment of Messrs. West & Son. An address was read to the learned serjeant on the part of the gentlemen joining in the presentation, to which he responded in suitable terms, when the meeting, another of the many proofs of the high esteem with which the learned serjeant is regarded by the members of his profession, separated.

COLONIAL TRIBUNALS & JURISPRUDENCE.

COURT OF QUEEN'S BENCH, UPPER CANADA.

In re The Recorder and Judge of the Division Court of the City of Toronto.

CRIMINAL INFORMATION.

On application for leave to file a criminal information against a division court judge, for his conduct in imposing a fine for contempt upon a barrister employed to conduct a case before him.

Held, that such leave should never be granted unless the Court see plainly that dishonest, oppressive, vindictive, or corrupt motives influenced the mind and prompted the act complained of, which in this case was clearly not shown.

Quere, whether such information is proper in the case of a judge of an inferior court of civil jurisdiction, in relation to a matter over which he has exclusive jurisdiction.

(E. T. 27 Viet.)

This was an application for leave to file a criminal information against a judge of a division court, for his conduct in imposing a fine of five dollars upon a barrister who was employed to conduct a case before him.

The facts are sufficiently stated in the judgment.

DRAPER, C. J.—The barrister states on affidavit that on the 5th of April last, as counsel for plaintiff in that case, he applied to have the trial postponed, on account of the absence of a material witness; that the judge required proof that the witness had been duly subpoenaed, and that proof of that fact was given; that the judge held that the money tendered to the witness was insufficient in amount, and "in a sneering manner" so declared; that thereupon the barrister made the following observation:—"I hope there is nothing evinced in this matter but for forwarding the ends of justice." He swore also that he did not "insult" or intend to "insult" the judge on this occasion; that the judge, however, "without hesitation, or saying a single word, stated, 'I fine you five dollars for a contempt of court,'" and ordered the barrister to be taken into custody until he paid the fine, which was settled forthwith. The affidavits further stated that the deponent's belief that the judge on this, as on former occasions, wilfully endeavoured to aggravate him, for the purpose of entrapping him into some recriminatory language to afford him a pretext to gratify his long cherished malice, which he "unmistakably and unjustifiably evinced the same day previously" towards the deponent; and it also contained a strong statement of opinion as to the unfitness of the judge for his position, for reasons which, even if well founded, have no connection with this application, and the unnecessary and impertinent introduction of which is calculated to suggest inquiry as to the *bona fides* of this application.

I am not prepared to decide that the proceeding asked for is at all proper in the case of a judge of an inferior court of civil jurisdiction, in relation to a matter over which he has exclusive jurisdiction. The Consolidated Statute of Upper Canada, chapter 14, appears to have been passed to afford a remedy where the judge of a county court is guilty of misbehaviour in office. But assuming for the moment that a case might occur which would justify our granting this extraordinary remedy, there are general considerations which must have their influence on our judgment in deciding upon the particular circumstances on which the application is founded.

It would have a very injurious effect on the administration of justice before these tribunals, and would greatly lessen the respect to which their judges are, as I well believe, entitled, if the superior courts gave the least encouragement to applications like the present unless upon grounds of the weightiest description. In most contested cases, small or great, the passions and passions of suitors are warmly excited, and, in these courts, the parties themselves very frequently conduct their own cases, unless the judge were promptly to suppress the slightest approach to indecorum or disrespect it would soon become impossible for him to transact the business brought before him.

If such apparent indecorum proceeds from a member of the bar, some of whom appear not as attorneys merely, but in the higher character, in the division courts, it becomes the more indispensable for the judge to exercise his full powers to put it down, for the barrister has not the excuse of the personal excitement of the suitor, and must be assumed to know that it is his duty to aid, not to embarrass, the judge in the faithful discharge of his functions. Hence if his conduct were even erroneously treated by the judge as contemptuous, and if consequently the adjudication of contempt would, on a full and deliberate examination, be found incorrect, this would afford no ground whatever for a criminal information, which I apprehend will never be granted unless the Court see plainly that dishonest, oppressive, vindictive, or corrupt motives influenced the mind and prompted the act of the judge complained against.

The power of punishing contempts by fine is given by statute to the judge of a division court, and such a power, though, like any other power by which a man becomes as it were a judge in his own cause, and can exercise his authority without any direct control, and perhaps without any responsibility, dangerous as open to abuse, is nevertheless found indispensable. Contempts are perhaps the most undefinable of offences, for they may consist in looks and demeanour as well as in positive acts and expressions, and though our statute uses the word "wilfully insults," it does not appear to me to change the application or extent of the power given.

Very extensive as this power of fining or committing for contempt unquestionably is, it is a matter of satisfaction to know that in relation to the conduct of business in open court its exercise has been rarely called for. There has been and I trust always will be a mutual self-respect and high appreciation of their respective duties between the bench and the bar, which has materially advanced the true interest of suitors, and promoted the satisfactory conduct of judicial business, and I have had a sufficient number of years experience to enable me to speak in the highest terms of the aid I have thus derived from the profession, and my brothers, I know, concur with me in this feeling. But occasional exceptions will arise, sometimes from peculiar cases, and, in instances happily not frequent, from the conduct of particular individuals. It is more easy to feel than to describe how an advocate may exhaust the patience and wear the temper of any judge, by continually keeping on the verge of what he well knows to be forbidden ground, and by occasionally overstepping the line, after oft repeated check and caution from the bench, in the ardour, real or affected, of his zeal for his client. When such conduct is long persevered in, it produces almost inevitably in the judge's mind a sense that it requires scrupulous watching in order that the advocate may if possible be restrained within proper limits, or, if he will exceed them, may if necessary be promptly punished, and thus it may well happen that the judge may pronounce the advocate to be in contempt, where a bystander who knew nothing beyond the immediate occurrence might deem the decision harsh or even unwarrantable. I cannot take upon myself to say that what appears on the affidavit in this case excludes the possibility of such an influence operating on the mind of the judge in question.

But however this may be, considering the facts brought before us, I have not the slightest hesitation in saying that they do not make a case for a criminal information, if the power to grant it were established beyond all dispute.

I think, therefore, the rule should be refused.

HAGARTY, J., and MORRISON, J., concurred.

Rule refused.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

The curious will case of the Commander Machado, mentioned in our last, has been at last brought to a close. The judgment of the court below has been confirmed, and the English clients, who so confidently expected that justice would say its last word for them, have lost their cause. In addition to the circumstances before mentioned, it appeared from the evidence that the official seals affixed at the time of his death on the property of this eccentric personage had been broken and a certain will abstracted, but the Court seemed to attach no importance whatever to the fact. It is equally worthy of notice that the Advocate-General's speech, which is a sort of official summing-up for the assistance of the Court, was decidedly in favour of the appellants. The following is the preamble of the decision:—

"Whereas it appears from the documents laid before the Court that the Commander Gama Machado, after certain superficial studies, came to believe himself the creator of a philosophical system, and that he considered himself as the equal of greatest geniuses, and published a strange work full of paradoxes, ill-explained and of incoherent propositions; but, whereas that we cannot infer from this disorder of mind, and even from the gravest of his errors, a want of reason which creates legal incapacity, and particularly that of testing; if the facts taken together show that the Commander had been led astray by imperfect learning, and if his vanity absolutely deceived him as to his value as a writer and philosopher, he had in all the rest preserved his intellect entire; he had during his long life managed his fortune with prudence allied to great generosity; he had always passed for an accomplished man of the world; if his pretensions to science were ill-founded, they had no influence on his habits of life; in these circumstances it is impossible to deny that the Commander possessed that sanity of mind which is required by the 901st article of the Code Napoleon† as regards the validity of testamentary dispositions, &c., on these grounds, &c."

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

The following petition was presented to the House of Commons by Mr. Murray, formerly Judge-Advocate General:—

To the honourable the Commons of the United Kingdom of Great Britain and Ireland, in Parliament assembled.

The humble petition of the Metropolitan and Provincial Law Association

Sheweth—

That your petitioners are an association consisting of nearly 800 solicitors practising in England and Wales, of whom about 600 carry on business in the provinces, and that their objects are to promote the better and more economical administration of the law and to maintain the rights and increase the usefulness of the profession.

That your petitioners are strongly convinced of the very great benefits which would result to the whole country from a concentration of all the superior courts of law and equity, the Probate and Divorce Court, and the High Court of Admiralty, and the various offices belonging to the same in a central locality, and are in a position to prove that such concentration would materially diminish the expenses of litigants and would save much time and money, and prove an incalculable advantage to every suitor as well as to the Bar and to attorneys and solicitors, as it would enable far more business to be performed by the same number of persons than is practicable in the present dispersed situation and most inconvenient state of the courts and offices, and would avoid many postponements and delays.

Such concentration would also prove a relief to all non-litigant taxpayers by saving the time of the judges.

That your petitioners cordially concur in the conclusion and recommendations (both as to the site of the proposed palace of justice and the source from which the necessary funds might be provided) submitted in July, 1860, in their report by the majority of the commissioners appointed by her Majesty to consider this subject.

That firmly entertaining these views your petitioners see with great pleasure the renewed introduction this session to your honourable House of bills for carrying out such concentration on the site recommended by such Commissioners.

That the important features bearing on the question of the concentration of the courts and offices were thoroughly investigated upwards of a quarter of a century ago by two committees, consisting of most distinguished members of the then House of Commons, and the scheme for concentration has been supported by the evidence of numerous eminent lawyers of every shade of political opinion, from Lord Cottenham and Lord Langdale to the Earl of Devon (Courtenay, formerly Master). Sir Lancelot Shadwell, and Sir James Wigram.

That it is highly desirable that the great benefits which the passing of the bills for carrying out the proposed scheme, would confer on all classes of her Majesty's subjects, should not be delayed longer than the absolute necessities of the case require.

Your petitioners therefore humbly pray your honourable House that the "Bill to supply means towards defraying the

"To make a donation or a will one must be of sound mind."

expenses of providing courts of justice and of the various offices belonging thereto, and for other purposes" shortly intitled "*The Courts of Justice Money Bill*" and the "Bill to enable the Commissioners of her Majesty's Works and Public Buildings to acquire a site for the erection of courts of justice and of the various offices belonging thereto," shortly entitled "*The Courts of Justice Site Bill*," may, with all possible despatch, pass your honourable House and become law.

And your petitioners will ever pray, &c.

THE LONDON AND PROVINCIAL LAW ASSURANCE SOCIETY.

The London and Provincial Law Assurance Society have declared a dividend of 3s. 8d. per share upon the paid up capital of the society, which will be payable at the office on and after the 15th inst.

LAW STUDENTS' JOURNAL.

V. CRIMINAL LAW AND PROCEEDINGS BEFORE MAGISTRATES.

71. State concisely the difference between acts which constitute crimes, and such as amount only to civil injuries.

72. What is the distinction between a felony and a misdemeanor?

73. Are any, and what, persons held in law to be excused, in respect of their commission of acts which constitute crime?

74. In what cases are married women not protected from punishment for criminal offences?

75. Which is the supreme court of criminal jurisdiction in England?

76. State the nature and jurisdiction of the court of quarter sessions.

77. What constitutes a court of petty sessions? And what is the general nature of the business transacted at petty sessions?

78. What is the highest crime known to the law.

79. Define homicide, and state some cases under each head, in which the law declares it to be justifiable, excusable, or felonious.

80. Define the crime of burglary, and state within which of the twenty-four hours it must be committed in order to constitute the offence.

81. Define the offence of forgery.

82. Define the offence of embezzlement.

83. An agent renders a false account to his principal, concealing from him the knowledge of part of the money or effects received on his account: Is the agent liable to be prosecuted criminally, or only to an action?

84. Describe the offence of perjury, and state by how many witnesses the offence must be proved.

85. Are there any indictable offences in which there can be no accessories? if so, what are they? Give reasons for your answer.

PUBLIC COMPANIES.

RAILWAY BILLS.

Mr. Hope Scott, Q.C., having been heard before Lord Stanley's committee, for the North London, Mr. Denison for the East London, and Mr. Coleridge for the Metropolitan, in opposition to the Great Eastern Company's proposed Metropolitan station and railways, the committee adjourned, when, after considering the bill for the Eastern Counties Junctions, it is expected that they will give a general decision on the respective projects.

On Thursday last additional evidence was adduced in favour of the proposed Hampstead, Midland, North-Western, and Charing-cross Junction. It is proposed that the Metropolitan Board of Works may construct the new streets from the roadway of the Thames Embankment at Hungerford-bridge to Wellington-street and Whitehall-place, in the lines shown on the company's plans, instead of in the lines already authorised by the Thames Embankment Act, in order that the railway company may be enabled to provide more commodious station accommodation at their termini near Charing-cross, and the Board and company are to be authorised to make arrangements with respect to the construction of such new streets. The new roadway and its branch from Wellington-street to the northern end of the Charing-cross Railway Bridge are proposed

to run along the foreshore of the Thames within the river wall of the embankment. The committee yesterday morning paid a visit of inspection to the spot, and took a general survey of the route of the line.

THE "TIMES" AND ITS STAFF.—A pamphlet has just been published, entitled "Revelations from Printing House-square," in which the author collects various scraps of contemporary history, which may have passed out of the recollection of the public. The writer reminds his readers that the father of the present editor of the *Times* held, up to the day of his death, a Government sinecure of £800 a year; that Mr. G. N. Dacent, the brother-in-law of Mr. Delane, holds at this moment two Government appointments—one, that of Civil Service Examiner, and the Editor of *Chronicles* in the Public Record Office; that another brother-in-law (Mr. J. B. Dacent) is a county-court judge, with a salary of £1,300 a year; that another ex-member of its staff (Mr. C. J. Bailey) is Governor of Bahamas, with a salary of £2,000 per annum; that another (Mr. Knox) is now a metropolitan police magistrate, with a stipend of £1,200; that its late correspondent in China (Mr. Wingrove Cooke) has been appointed an inclosure commissioner with £1,500 a year; that its late correspondent at New York (Mr. Charles Mackay), although in the prime of life and in receipt of a large income, is a pensioner on the Royal Benevolent Fund for £100 a year; that another paid contributor (Mr. Lowe) received a Government appointment of £2,000 per annum; that its fine art critic (Mr. Tom Taylor) has a sinecure of £1,000 a year; and that, to wind up the long list of places and pensions, Mr. Macdonald, the manager of the machinery and plant at Printing House-square, has been appointed one of the commissioners on the Whitworth and Armstrong guns!

LIMITED LIABILITY COMPANIES.—A return just presented to the House of Lords, on the motion of Lord Overstone, states that since the Joint-Stock Companies Act of 1856 came into operation, 3,830 limited liability companies have been registered; 938 have been wound up or discontinued, leaving 2,892 still in operation. The nominal capital of these companies amounted to £429,103,622. The following figures are greatly below the fact, the returns for the last twelve months not having been received in many cases, but it has been ascertained that there were 209,126 shareholders; that of the 42,085,073 shares into which the capital was divided, 10,110,556 had been taken, and that calls amounting to £37,195,595 had been received.

LORD BROUGHAM'S NEW BILL ON BRIBERY.—Lord Brougham's new bill for the more effectual prevention of bribery has just been issued. It is to be made a misdemeanour, after the 1st August, to commit bribery in respect to the elections of members of Parliament, and the punishment to be one year's imprisonment with or without hard labour. A trial is not to take place at quarter or general sessions. It is not, however, intended to proceed further with the bill in this Parliament.

A late number of *Punch* (we presume the number containing the account of the appearance of Austria and Prussia before Mr. Commissioner Punch) has been ordered to be destroyed at Berlin, after a formal indictment in the law courts.

It is believed that Dr. Colenso's appeal will never be heard on its merits, but that the jurisdiction of the Bishop of Capetown will be denied, on the authority of the judgment of their lordships in *Long v. The Bishop of Capetown*, and the proceedings quashed. If the application for an inhibition, made by Dr. Colenso's counsel had been granted, it would have been fatal to the plea; but it was refused by the Lord Chancellor, who pointed out that the inhibition would acknowledge the jurisdiction. If the proceedings are quashed, it is said that Dr. Colenso will bring an action of damages against the bishop for injury done to him by assuming powers which he does not possess.

An abstract has just been published of the returns of prisoners in the criminal department of each prison in Scotland for the quarter ended 31st March 1864. The returns show that the number of prisoners in custody throughout Scotland at the end of the quarter was—males, 1,397; females, 1,048; total, 2,445. Total increase, as compared with the same period of last year, 193. The average daily number of prisoners throughout the quarter was—males, 1,567; females, 1,040; total, 2,407. Daily average from January to March, 1863, 2,240; increase in 1864, 167.

NORWICH UNION LIFE INSURANCE SOCIETY.—The annual general meeting of the members of this society was held at the office, in Norwich, on the 29th ult. Thomas Bevor, Esq., the president, in the chair. The secretary read the report of the committee of directors, which showed the society to be in a position of great stability, and that its new business was progressing satisfactorily, being £273,026, sum insured for the present year, against £237,826, for the preceding year. The directors have secured an eligible place for business at 29, Fleet-street, E.C.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ASTON—On July 3, at 41, Doughty-street, Mecklenburgh-square, the wife of James J. Aston, Esq., Barrister-at-Law, of a daughter.
CLARKE—On July 2, at Richmond, Surrey, Mrs. Thomas Meadows Clarke, of a son.
CLEAVE—On July 5, at Chapel House, East Sheen, the wife of John J. Cleave, Esq., Barrister-at-Law, of a daughter.
DEMPTSTER—On June 29, at Morden House, Greenwich, the wife of R. Frede. Dempster, Esq., Solicitor, of a son.
NICHOLSON—On July 2, at 4, Sussex-square, Hyde-park, the wife of Wm. Nicholson, Esq., of a son.
SMITH—On July 1, at The Firs, Maldenhead Thicket, Berks, the wife of J. W. Smith, Esq., Solicitor, of a son.
WHITE—On June 28, at Lansdown House, Crown-hill, Norwood, the wife of M. F. White, Esq., of a son.

MARRIAGES.

BLISS—MARRYAT—On June 29, at St. Gabriel's, Warwick-square, Lewis Hill, youngest son of the Hon. William Bowers Bliss, Senior Puisne Judge of the Supreme Court of Nova Scotia, to Caroline Matilda, third daughter of Charles Marryat, Esq., of Eccleston-square.
GRANT—FARQUHAR—On June 26, at Alford, Aberdeenshire, John Lyall Grant, Merchant, Aberdeen, son of D. R. Lyall Grant, Esq., of Kingsford, to Helen, eldest daughter of the late Nathaniel Farquhar, Esq., Advocate, Sheriff Clerk of Aberdeenshire.
KENT—ARMYTAGH—On June 30, at the Cathedral, Exeter, Lieutenant Hunter Kent, R.N., of H.M.S. St. George, Falmouth, to Annie Force, second daughter of John Carr Armytage, Esq., of Barnsbury, London, and niece of Edin Force, Esq., of Exeter, Solicitor.
RUSBY—GREENE—On June 30, at the parish church, St. Ives, Hunts, the Rev. Thomas Rusby, M.A., curate of Doddington, Isle of Ely, to Margaret Mary, elder daughter of the late Benjamin Aislabe Greene, Esq., Clerk of the Peace for the county of Huntingdon.
SIDEBOTTOM—WILDE—On June 29, at Monkton Hadley, the Rev. T. W. Sidebottom, second son of S. Sidebottom, Esq., of Monkton Hadley, to Bertha, youngest daughter of the late Samuel F. T. Wilde, Esq., of Monkton Hadley, Barrister-at-Law.
SLANN—HOLLOWAY—On June 30, at the Church of St. Thomas the Martyr, Oxford, Thomas H. Slann, of Holt, Norfolk, Solicitor, to Elizabeth Julia, of Westgrove, Jersey, youngest daughter of the late Thomas Holloway, Commander R.N.

DEATHS.

COOK—On March 28, at sea, on the voyage from Bombay to Liverpool, on board the City of Agra, James Cissold Cook, younger son of the late Charles Cook, of New-inn, St. Clement's, London, Solicitor.
LUSHINGTON—On June 28, Marianne, wife of the Right Hon. S. R. Lushington, of Norton Court, Faversham, Kent.
MAUNSELL—On June 30, at Wentworth House, Malvern, suddenly, the Lady Catherine Maunsell, daughter of William, Earl of Listowel, and widow of Richard Maunsell, of Rutland-square, Dublin, Esq., Q.C.
MATHEW—On July 4, at Sydney-house, Kew-bridge, aged 26, Pauline, second daughter of Alfred Mathew, Esq.
STEWART—On June 1, at Spanish Town, Jamaica, the Hon. W. G. Stewart, Island Secretary, and Member of the Privy Council, aged 63.
WELSBY—On June 1, W. N. Welsby, Esq., in his 62nd year.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

MARLEY, HENRY, St. James's-street, Esq. £750 Reduced £3 per Cent. Annuities.—Claimed by Henry Bevil Reynolds, the administrator.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, July 5, 1864.

Neal, John, & Timpron Martin, Lpool, Attorneys and Solicitors. June 28. By mutual consent.
Upton, John Everard, & Geo Yewdall, Attorneys and Solicitors. July 1. By mutual consent.

Winding-up of Joint Stock Companies.

FRIDAY, June 24, 1864.

LIMITED IN CHANCERY.

Hipponden and District Spinning Company.—The creditors of this company are required, on or before the 25th July, to send their names and addresses, and the particulars of their debts and claims, to Thomas Buxton, Esq., Solicitor, Soverby, Halifax, the Official Liquidator.

UNLIMITED IN CHANCERY.

British Provident Life and Fire Insurance Society.—Vice-Chancellor Kindersley will, on July 11 at 12, make a further call upon the list of contributors of £15 per share.
Shields Marine Insurance Association, South Shields, and of the Shields Marine Cargo, Freight, and Outfit Association, South Shields. —By an order of the Master of the Rolls, dated June 25, the said companies are to be wound up. Pattison & Wigg, Lombard-st, for J. & R. S. Watson, Newcastle-upon-Tyne; Solicitors for the petitioners.

TUESDAY, July 5, 1864.

UNLIMITED IN CHANCERY.

Anglo-Californian Gold Mining Company.—Vice-Chancellor Kindersley has ordered a further call of three shillings per share upon all the contributors, payable on or before July 27, at the offices of Messrs. Fritchard & Colette, 37, Lincoln's Inn-fields.

LIMITED IN CHANCERY.

Canadian Native Oil Company.—The Master of the Rolls has fixed July 14 at 1 for the appointment of an Official Liquidator.

Globe Steam Printing Company.—Petition for winding-up, presented June 30, to be heard before Vice-Chancellor Wood, July 16. Le Biane & Torr, New Bridge-st, Blackfriars, for the petitioner.

London and Colonial Export Oil and Provision Company.—Order to wind up, June 28, Vice-Chancellor Kindersley. St Aubyn, Moorgate-st, Solicitor for the petitioners.

Friendly Societies Dissolved.

FRIDAY, July 1, 1864.

Aberavon, Glamorgan—Rehabilitate Refuge Friendly Society. June 27.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claims.

FRIDAY, July 1, 1864.

Barber, Wm, Manchester, Baker. July 27. Higson & Robinson, Manch.
Baxter, Gilbert, Roxburgh-ter, Haverstock-hill, Gent. Sept 15. Abraham, Mansfield-st, Portland-pl.
Brandreth, Humphrey, Houghton Regis, Bedford, Esq. Aug 1. Clifton & Ade, Serjeant's Inn, London.
Colvin, Alex, Old Broad-st, Esq. Sept 3. Freshfields & Newman, Bank-bldgs.
Cooper, John, Perry-st, North-sect, late one of the Principal Accountants Inland Revenue, Somerset House. Sept 1.
Dir, Jas, Newport, Monmouthshire. July 30.
Ellis, Robt Hy, Clifton, York, Esq. Aug 1. Calvert, Lendel, York, and Wilkinson, York.
Forbes, Ann Mary, Bloomfield-ter, Pimlico, Widow. July 30. Bishop, Tudor-st, Blackfriars.
Gravener, Geo Wright, Dover, Gent. Aug 1. Stiffwell, Dover.
Haggard, Caroline, Hereford, Spinster. Aug 31. Young & Co, St Mildred-st.
Harding, Jas Duffield, Barnes, Surrey, Esq. Aug 1.
Kidder, Jas, Lewes, Gent. Sept 1. Blaker & Son, Lewes.
Parke, Wm, Lincoln's Inn-fields, Esq. July 31. Parke & Pollock, Lincoln's Inn-fields.
Seward, Elliott, Cheltenham, Capt Royal Artillery. Sept 1. Williams & Brydges.
Taylor, Jas, Bolton-le-Moors, Lancaster, Cotton Spinner. Aug 31. Can-liffe & Leaf, Manch.
White, Hy, Stalbridge, Dorset, Brewer. Aug 1. Melmoth.

TUESDAY, July 5, 1864.

Coleby, Wm, Stratford, Essex, Corn Dealer. Aug 31. Sharp, Graham House, Old Broad-st.
Hall, Edwin, Duke-st, Manchester-sq, Corn Dealer. July 31. Deane & Co, South-sq, Gray's-inn.
Jackson, Margaret, Everton, Lpool, Widow. Aug 1. Dodge & Wynne, Lpool.
Manchester, Ratcliff Thos, Newcastle-upon-Tyne, Esq. Sept 30. Fen-wicks & Falconar, Newcastle-upon-Tyne.
Marginson, Thos, Tunstall, Lancaster, Farmer. Sept 4. Sharp, Lancaster.
Maydwell, Daniel, Ashted, Surrey, Farmer. Sept 1. Parker & Co, St Paul's-churchyard.
Parkinson, Frank Dennis, Pickering, York, Solicitor. Aug 1. Hunter, Pickering.
Quicke, Rev Andrew, Winchester, Clerk. Aug 13. Mead & Daubeney, King's Bench-walk, Temple.
Robson, Wm, Monkwearmouth, Durham, Assistant Overseer. Aug 9. Allison, Monkwearmouth.
Simpson, Thos, Kendal, Westmoreland, Manufacturer. July 31. Bolles, Kendal.
Slater, Thos, Manch, Esq. Aug 1. Barton, Manch.
Stangways, Catharine Eliz, York, Widow. Aug 13. Newton & Co, York, and Rider & West, Thirsk.
Warren, Jas, Bosley, Chester, Cotton Manufacturer. Aug 1. Sherratt, Talk-on-the-Hill, nr Stoke-upon-Trent.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 1, 1864.

Newcombe, Sarah, Dorset-pl, Liverpool-rd, Middlex, Widow. Aug 9. Walldon & Girard, V.C. Stuart.
Niblett, Isaac Goodnick, Bristol, Solicitor. Aug 3. Niblett & Niblett, V.C. Stuart.
Overman, John Robt, Burnham Sutton, Norfolk, Farmer. July 30. Overman & Overman, M.R.
Partridge, Hy Saml, Hockham Hall, Norfolk, Esq. July 23. Rymer & Partridge, V.C. Kindersley.
Walker, Jas Kinlock, Drury-lane, Upholsterer. July 27. Walker & Dixon, M.R.

TUESDAY, July 5, 1864.

Baldwyn, John, Conderton, Worcester. July 29. Kitchener & Smith, V.C. Kindersley.
Beach, Jas, Ruspidge, East Dean, Gloucester, Miser. July 21. Harland & Beach, V.C. Stuart.
Edwards, David Bush, Cambridge, Carpenter. July 23. Edwards & Johnson, M.R.
Govey, Joseph, Weston, nr Bath, Builder. Aug 1. Williams & Racher, V.C. Stuart.
King, John, Norton House, nr Dartmouth, Esq. Oct 29. King & King, M.R.
Mather, Richd, Hindley, Lancaster. Aug 4. Lea & Grims, M.R.
Meadows, Geo Gerard, Saxtead, Suffolk, Merchant. Oct 29. Grimwood & Webber, M.R.

Paterson, Grace, Willow-st, Bermondsey, Widow. Aug 1. Anderson v Balmro, M.R.
Smith, James, Trinity-grove, Blackheath-hill, Kent. Aug 3. Lowe v Smith, M.R.

Assignments for Benefit of Creditors.

FRIDAY, July 1, 1864.

Hunanian, Gregoir Antoin, Manch, Shipping Merchant. May 31. Storer, Manch.

TUESDAY, July 5, 1864.

Poole, Clement Wm, Wood-st, Cheapside, Merchant. June 23. Lawrence & Co, Old Jewry-chambers.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, July 1, 1864.

Ashberry, John, Norton, Nottingham, Shopkeeper. May 31. Asst. Reg June 28.
Aspinall, John, Heywood, Lancaster, Grocer. June 13. Comp. Reg June 23.
Baker, Wm Beckley, Queen's-ter, Bayswater, Auctioneer. May 10. Comp. Reg June 30.
Brewer, Fras Edwd, High-st, Notting-hill, Corn Dealer. May 31. Comp. Reg June 28.
Bringshaw, Geo, Cobham, Surrey, Hosier. June 4. Asst. Reg June 29.
Darling, Hy, Frederick-st, Gray's-inn-rd, M.D. June 27. Comp. Reg July 1.
Dawson, Stephen, Spalding, Lincoln, Builder. June 3. Conv. Reg June 29.
Dobell, Daniel, Kingston-upon-Hull, Brewer. June 6. Asst. Reg June 29.
Easthope, John, Plumstead, Kent, Store Receiver H. M. Dockyard, Woolwich. June 20. Release. Reg July 1.
Ellis, Robt, Spotsland-bridge, Rochdale, Brewer. June 20. Comp. Reg June 29.
Furniss, Saml, Northampton, Boot Manufacturer. June 22. Asst. Reg July 1.
Gilmour, Wm, Knightsbridge, Middx, Draper. June 2. Asst. Reg June 29.
Green, Jas, Manch, & Wm Green, Wigan, Common Carriers. June 18. Comp. Reg June 28.
Gindrod, Ann, Manch, Leather Dealer. June 7. Asst. Reg June 30.
Grouse, Michael, Gt Russell-st, Bloomsbury, Tailor. June 27. Comp. Reg July 1.
Lovett, Sydney Roberts, Buckingham-st, Middx, Grocer. June 6. Asst. Reg June 29.
Makeham, John Matthew, Suffolk-st, Lower-rd, Islington, Clerk in the Emigration Office. June 29. Comp. Reg July 1.
Mitchell, John, Clayton, Bradford, Worsted Spinner. June 10. Conv. Reg June 30.
Newman, John, Forebridge, Stafford, Shoe Manufacturer. June 3. Asst. Reg June 29.
Pardington, Joseph, Tewkesbury, Grocer. May 12. Conv. Reg June 30.
Scott, Alonso, Leicester, Ale and Porter Agent. June 4. Comp. Reg June 30.
Smart, Wm, Manch, Collector for an Insurance Office, and Wm Kenyon, Preston, Tea Dealer. June 2. Asst. Reg June 29.
Ward, David, Manch, Boot Maker. June 6. Asst. Reg June 29.
White, Thos, & Edmund Fras Jones, Tewkesbury, Corn Dealers. June 7. Comp. Reg June 29.

TUESDAY, July 5, 1864.

Aman, Godfrey Joachim, Lpool, Merchant. June 11. Conv. Reg July 5.
Ashwell, Thos, & Richd Higginson, Nottingham, Hosiery Manufacturers. June 7. Conv. Reg July 4.
Banner, Arthur Hy, Cardiff, Grocer. June 7. Conv. Reg July 2.
Barker, Geo, Blacker-hill, nr Barnsley, Innkeeper. June 28. Asst. Reg July 4.
Bower, Isaac, Chesterfield, Draper. June 4. Comp. Reg July 2.
Broomby, Hy, Nottingham, Currier. June 9. Conv. Reg July 4.
Cobb, Alfred Jas, Adelaide-rd, Hampstead, Professor of Singing. June 18. Comp. Reg July 1.
Coulthart, Thos, Jan, Preston, Joiner. June 23. Comp. Reg July 2.
Dickie, David, Ipswich, Draper. June 6. Conv. Reg July 4.
Evans, Edwd, Lpool, Stationer. June 22. Conv. Reg July 4.
Fox, Lamen, Loximere-rd, Walworth-rd, out of business. July 4. Comp. Reg July 5.
Galloway, John Herbert, Manch. June 3. Asst. Reg July 1.
Gill, Jas, & John Gill, Leeds, Stone Merchants. June 3. Asst. Reg July 1.
Goodman, Sarah, Princes End, Tipton, Stafford, Widow. June 6. Asst. Reg July 4.
Hand, Wm Evans, Newark-upon-Trent, Nottingham, Tailor. June 7. Comp. Reg July 1.
Hockenbuhl, John, Saiton, Chester, Silk Manufacturer. June 28. Comp. Reg July 2.
Hosey, Wm, Gt George-st, Bermondsey, Tanner. June 30. Arr. Reg July 2.
Hogben, Geo, Canterbury, Victualler. June 6. Asst. Reg July 2.
Hall, Thos, & John Ingham, Padham, Lancaster, Cotton Spinners. June 7. Conv. Reg July 1.
Jackson, Chas, Tunbridge Wells, Watchmaker. June 4. Asst. Reg July 2.
Jackson, Parrot, Partington-in-Holderness, York, Miller. June 11. Comp. Reg July 1.
Jefferies, Wm, St Nicholas-steps, Bristol, Butcher. June 7. Conv. Reg July 4.
Kelly, Chas Ambrose, Manch, Drysalter. June 28. Comp. Reg July 4.
Leonard, Thos, Speen, Berks, Miller. June 9. Asst. Reg July 2.
Lill, Geo Smeen, Kingston-upon-Hull, Draper. June 1. Comp. Reg July 4.
Locke, Jas, Clifton, Medical Rubber. June 6. Conv. Reg July 2.
McCulloch, Alex, & Robt Darby, Lpool, Ship Store Merchants. July 1. Inspectorship. Reg July 4.
Mills, Jas, Salford, out of business. June 4. Asst. Reg July 2.
Poole, Clement Wm, Wood-st, Cheapside, Merchant. June 23. Release. Reg July 6.
Shipp, John, Nettlesed, Oxford, Innkeeper. June 21. Asst. Reg July 4.
Siderlin, Thos, Cardiff, Milkman. June 16. Conv. Reg July 4.
Venn, Ann, Clevedon, Somerset, Lodging-house Keeper. June 6. Conv. Reg July 2.

Ward, John Lowther, Accrington, Lancaster, Manufacturing Chemist. June 4. Asst. Reg July 2.
Yates, Chas, Rotherham, York, Grocer. June 8. Asst. Reg July 3.

Bankrupts.

FRIDAY, July 1, 1864.

To Surrender in London.

Betts, Walter, Middle Grove-st, Commercial rd East, Chandler's Shop-keeper. Adj June 21. July 12 at 1. Aldridge.
Blake, Joseph, Castle st, St Martin's-lane, Tailor. Adj June 21. July 20 at 12. Aldridge.
Bowtell, Richd Thos, Manch. Adj June 20. July 19 at 11. Aldridge.
Brown, Thos, Wilest-ct, Sower's-town, Coachmaker. Pet June 29. July 18 at 11. Munday, Essex-st.
Browne, Robt Jas, Pelham-vard, Brompton, Job Master. Pet June 29. July 16 at 11. Lewis, Gt Marlborough-st.
Bryant, Thos, Kentish-town-rd, Grocer. Pet June 28. July 19 at 2. Tomlins, Lincoln's-inn-fields.
Calthrop, Jas, Tottenham, Bedford, Sheriff's Officer. Pet June 24. July 11 at 2. Chilton & Co, Chancery-lane.
Chalcraft, John, Mansfield-pl, Upper Holloway, Carpenter. Adj June 21. July 16 at 12. Aldridge.
Clarkson, John Chapman, Manchester-st, Argyle-sq, Railway Clerk. Pet June 27. July 13 at 11. Marshall, Hutton-garden.
Dalcho, Wm, Peter's-ct, St Martin's-lane, Gold Lace Weaver. Pet June 28. July 18 at 11. Kent, Cannon-st West.
Fletcher, Hy Thos, Craven-st, City-rd, Fret Cutter. Pet June 29. July 20 at 12. Hill, Basinghall-st.
Freeman, Jas Wm, Queen's-pl, Blackheath-rd, out of business. Pet June 29. July 18 at 11. Harrison & Lewis, Old Jewry.
Fuller, Fredk, Nut Tree-ter, Plaistow, Hatter. Adj June 21. July 20 at 12. Aldridge.
Gardner, Francis, London, Bedford, Straw Hat Manufacturer. Pet June 24. July 11 at 2. Simey, Serjeant's-inn.
Glenie, Geo Richd, Connaught-ter, Edgware-rd, Bookseller. Adj June 21. July 12 at 1. Aldridge.
Guest, Edwin, Margaret-st, Kennington, Dealer in Building Materials. Adj June 22. July 20 at 11. Aldridge.
Hart, Robt, Edward-st, Kennington-cross, Comm Agent. Adj June 21. July 20 at 12. Aldridge.
Holmes, Hy, St John-st, Smithfield, Baker. Adj June 21. July 20 at 11. Aldridge.
Howe, Wm, & John Howe, Alderhot, Builders. Pet June 29. July 18 at 11. White, Dames-inn, Strand.
Humby, Hy, New King-st, Deptford, Licensed Victualler. Pet June 29. July 16 at 11. Harrison & Lewis, Old Jewry.
Jennings, Hy, High Holborn, out of business. Pet June 28. July 18 at 11. Harrison & Lewis, Old Jewry.
Jennings, Robt, Clondesley-sq, Islington, Boarding-house Keeper. Adj June 21. July 12 at 2. Aldridge.
Lansley, Wm, Newgate-market, Butcher. Adj June 21. July 20 at 11. Aldridge.
Lawrence, Geo Hy, Tonbridge Wells, Photographer. Pet June 26. July 11 at 1. Sole & Co, Aldermanbury.
Levingthall, Jacob, Tenter st 3, Goodman's-fields, Dealer in Jewellery. Adj June 21. July 16 at 11. Aldridge.
Lunt, Hy, Richmond, Locksmith. Pet June 27. July 12 at 2. Marshall, Lincoln's-inn-fields.
Morton, John Davis, St George's-rd, Picnic, Gent. Pet June 28. July 12 at 2. Lewis & Lewis, Ely-pl, Holborn.
Paget, Wm, Lant-st, Borough, Beer-seller. Pet June 27. July 20 at 12. Weeks, New Bowell-ct, Lincoln's-inn.
Richardson, John, Cross-st, Lambeth, Stone Mason. Adj June 22. July 16 at 11. Aldridge.
Roberts, Thos, Ossulton-st, Somers-town, Bootmaker. Pet June 28. July 11 at 2. Peverley, Coleman-st.
Roe, Theodore, Duke-st, Manchester-sq, Auctioneer. Pet June 18. July 12 at 2. Breton, Pancras-lane.
Rolle, John, Hemming-row, St Martin's-lane, Licensed Victualler. Adj June 21. July 16 at 11. Aldridge.
Ronstillon, Martin Jean, a Prisoner in her Majesty's Prison, Lancaster, Wood Merchant. Adj June 20. July 16 at 12. Aldridge.
Sadd, John, Upper Seymour-st, Euston-sq, Egg Merchant. Adj June 21. July 20 at 11. Aldridge.
Samonelle, Geo, Cumberland-pl, Newington, Printer. Adj June 22. July 20 at 11. Aldridge.
Sedky, Louis, Park-rd, Peckham, Dealer in Wines. Adj June 22. July 20 at 11. Aldridge.
Titterton, Geo, Edward-st, Portman-sq, Licensed Victualler. Pet June 21. July 20 at 1. Angell, Guildhall-yd.
Tucker, Wm, Prospect-pl, Southwark, Watchmaker. Adj June 22. July 12 at 1. Aldridge.
Willis, Jas, Sioane-st, Manager to a Trunk Manufacturer. Pet June 29. July 16 at 11. Hawkesford, Carey-st.
Wilson, Robt, Spencer-st, Battersea-rd, Retired Paymaster Royal Navy. Adj June 22. July 16 at 12. Aldridge.

To Surrender in the Country.

Ashworth, John, Smallbridge, nr Rochdale, Butcher. Pet June 27. Rochdale, July 14 at 11. Whitehead, Rochdale.
Bainforth, Edwd, Batley, York, Machine Maker. Pet June 27. Leeds, July 13 at 11. Clough, Huddersfield, and Bond & Barwick, Leeds.
Barber, Wm, Wolverhampton, Hay and Straw Dealer. Adj June 14. Birm, July 15 at 12. Kinnear, Birm.
Bates, Edwd, Brighouse, nr Halifax, Pig Jobber. Adj June 10. Halifax, July 15 at 10.
Beldon, Joseph, Keighley, York, Boot Dealer. Adj June 20. Leeds, July 16 at 10.
Bower, John, Everton, Lancaster, Comm Agent. Pet June 28. Lpool, July 12 at 3. Grocott, Lpool.
Brightwell, Jas, Irthlingborough, Northampton, Machine Boot Closer. Pet June 28. Wellingborough, July 12 at 10.30. Cook, Wellingborough.
Calvert, Joseph, Pateley-bridge, York, Cattle Dealer. Adj June 20. Ripon, July 12 at 10. Hindle, Ripon.
Cleworth, Benj, Hulme, Baker. Pet June 29. Salford, July 16 at 9.30. Ambler, Manch.
Fairbairn, Aug Felix, Canterbury, Sailmaker. Adj June 16. Canterbury, July 20 at 11.

Fletcher, Geo. Bath, Ironmonger. Adj June 16. Bath, July 9 at 11.
 Gordon, Wm. Wells-next-the-Sea, Norfolk, Watch Maker. Pet June 20. Little Walsingham, July 22 at 10. Lynes, Wells-next-the-Sea.
 Hadfield, John, Nottingham, Cordwainer. Adj June 21. Nottingham, July 13 at 11.
 Hardwick, Joseph Brown, a Prisoner in the Borough Gaol, Nottingham. Adj June 14. Birm, July 12 at 12. Harris, Nottingham.
 Heap, Thos, & John Horrocks, Whitefield, Lancaster, Silk Spinners. Pet June 27. Maccus, July 11 at 11. Lomas, Manch.
 Michael, Hy, Leeds, Provision Dealer. Pet June 29. Leeds, July 13 at 11. Granger, Leeds.
 Hicking, Wm, Nottingham, Reservoir Keeper. Pet June 29. Nottingham, July 13 at 11. Quarley, Nottingham.
 Howarth, Wm Hy, Mapperley, Beerseller. Pet June 28. Nottingham, July 13 at 11. Smith, Nottingham.
 Jaynes, Wm, Berrow, Worcester, Farmer. Pet June 27. Birm, July 11 at 12. Wilson, Worcester.
 Johnson, Daniel, Warrington, Basket Manufacturer. Pet June 21. Warrington, July 21 at 12. Day & Wood.
 Lee, Wm, Hereford, Builder. Pet June 29. Birm, July 11 at 12. Hodgson & Son, Birm.
 Lister, Benj, Gratrix, & Titus Hy Lister, High Town, nr Leeds, Card Makers. Pet June 20. Leeds, July 13 at 11.
 Pemberton, Jonathan, Ipswich, Flour Seller. Pet June 28. Ipswich, July 13 at 11. Pollard, Ipswich.
 Poole, Jas, Kinfare, Stafford, Draper. Pet June 27. Birm, July 15 at 12. James & Griffin, Birm.
 Read, Ellis, Woodlands, Dorset, Grocer. Pet June 27. Wimborne Minster, July 13 at 3. Tanner, Wimborne Minster.
 Robson, Jas, Lpool, Comm Agent. Pet June 29. Lpool, July 15 at 11. Morris, Lpool.
 Saul, Stephen, Jun, Bulwell, Nottingham, Match Manufacturer. Adj June 14. Birm, July 12 at 12. Harris, Nottingham.
 Sharpe, Joshua, Pudsey, York, Dealer in Pigs. Adj June 20. Leeds, July 13 at 11. Young, Leeds.
 Sillis, Richd, Carnarvon, Seedsman. Pet June 29. Lpool, July 15 at 11. Eva & Co, Lpool.
 Smith, Edmund, Southsea, Civil Engineer. Pet June 27. Portsmouth, July 12 at 11. Puffard, Portsea.
 Standeven, Eli, Oldham, Waste Dealer. Pet June 29. Oldham, July 30 at 12. Ascroft, Oldham.
 Straker, John, South Shields, Potatoe Dealer. Pet May 14. Durham, July 12 at 12. Brignal, Durham.
 Tanner, Geo, Chippenham, Tailor. Pet June 29. Bristol, July 11 at 11. Wilmot, Chippenham, and Brittan & Sons, Bristol.
 Thomas, Wm, Bangor, Cabinet Maker. Pet June 29. Lpool, July 15 at 12. Evans & Co, Lpool.
 Tibbs, Fredk, Norwich, Labourer. Pet June 27. Norwich, July 12 at 11. Rackham, Norwich.
 Turner, Wm, West Derby, nr Lpool, Gardener. Pet June 28. Lpool, July 11 at 3. Henry, Lpool.
 Walker, John, Manch, Traveller. Pet June 25. Manch, July 13 at 9.30. Ambler, Manch.
 Wathem, Wm, Hereford, Butcher. Pet June 27. Birm, July 15 at 12. Farry, Birm.
 Wilcox, Wm Hy, Teignmouth, Undertaker. Pet June 27. Exeter, July 13 at 11. Clark & Payne, Tiverton, and Terrell, Exeter.

TUESDAY, July 5, 1864.

To Surrender in London.

Barham, John, Dartmouth-ter, Rotherhithe, Superannuated Clerk E. I. C. Service. Pet June 30. July 20 at 2. Marshall, Hatton-garden.
 Batten, Jas Wm John, Brook-st, Upper Clapton, Nurseryman. Pet July 1. July 20 at 1. Peck & Downing, Basinghall-st.
 Bryer, Wyndham, Mabledon-pl, Euston-rd, Veterinary Surgeon. Pet July 1. July 16 at 1. Hempsen, Connaught-rd, Paddington.
 Cochran, Alex, Camberwell-rd, Jeweller. Pet June 30. July 19 at 12. Silvester, Gt-rd, Newington.
 Connell, John, Dudley-st, St Giles's-in-the-Fields, Journeyman Tailor. Pet June 30. July 18 at 12. Atkinson, Bedford-rd.
 Dunn, Arthur, Fassett-sq, Dalston, Foreman at a Soap Works. Pet July 1. July 18 at 12. Mathews, Thorogmoston-st.
 Furnston, Thos, Ash, nr Sandwich, Licensed Victualler. Pet June 30. July 20 at 1. Harrison & Lewis, Old Jewry.
 Hoffmeyer, Peter Holger, Red Lion-sq, Holborn, Manufacturer of Eau-de-Cologne. Pet July 1. July 16 at 1. Bramwell, Bush-lane.
 Holloway, Wm, Grove-rd, Holloway, Baker. Pet June 29. July 16 at 1. Cooper, Lincoln's-inn-fields.
 Hopton, Elfr, George-st, Tower-hill, Provision Merchant. Pet June 30. July 18 at 12. Lewis & Lewis, Ely-pl.
 James, Abraham Robt, Grenada-ter, Commercial-rd, Ironmonger. Pet June 30. July 18 at 12. Brown & Godwin, Finsbury-pl.
 Jolliffe, John Wm, Ryde, Isle of Wight, Builder. Pet June 28. July 20 at 1. Hearn, Ryde.
 Patchin, Joseph, Sheepcot-lane, Battersea-park, Painter. Pet July 2 (for pass). July 16 at 12. Aldridge.
 Ponton, Thos Fox, Victoria-st, Backney, Commercial Traveller. Pet June 28. July 16 at 12. Jay & Pilgrim, Bucklersbury.
 Raphael, Hy, Leman-st, Goodman's-fields, Cigar Manufacturer. Pet July 1. July 16 at 12. Kiss, Fen-ct, Finchurch-st.
 Ringmacher, Max, Red Lion-sq, Holborn, Manufacturer of Eau de Cologne. Pet July 1. July 16 at 1. Bramwell, Scott's-yd, Cannon-st.
 Symonds, Wm, Norwich, Bookseller. Pet June 30. July 16 at 12. Doyle, Verulam-bldgs, Gray's-inn.

To Surrender in the Country.

Barkway, Edwd, Northampton, Gardener. Pet June 30. Northampton, July 16 at 10. Shield & White, Northampton.
 Crudge, Edwin, Bampton, Devon, Ironmonger. Pet June 28. Tiverton, July 12 at 11. Denham, Bampton.
 Davies, John, Carnarvon, Auctioneer. Pet July 1. Lpool, July 15 at 12. Best, Lpool.
 Davies, Rees, Worthen, Salop, Miller. Pet June 28. Welchpool, July 18 at 11. Jones, Welchpool.
 Ford, Wm, Addington, Ramsgate, Maltman. Pet July 1. Ramsgate, July 21 at 1. Gibson, Ramsgate.
 Halewood, Hy, Leeds, out of business. Pet June 28. Leeds, July 15 at 12. Harle, Leeds.

James, Wm, Edgborough, Warwick, Comm Agent. Pet July 4. Birm, July 22 at 12. Hodgson & Son, Birm.
 Lewis, Wm, Birm, Journeyman Jeweller. Pet June 29. Birm, July 30 at 10. Hemmant, Birm.
 Lewis, Wm, Carmarthen, Painter. Pet June 28. Carmarthen, July 13 at 12. Jeffries, Carmarthen.
 Mann, Edwd, Malvern Link, Worcester, Butcher. Pet June 28. Worcester, July 18 at 11. Wilson, Worcester.
 Marsh, Thos, Gravesend, Egg Merchant. Pet June 28. Gravesend, July 14 at 12. Wright, Chancery-lane, London.
 Marsh, Thos, Skegby, Nottingham, Grocer. Pet July 2. Mansfield, July 25 at 11. Shacklock, Mansfield.
 Martin, Geo, Ebbw-vale, Monmouth, Shoemaker. Pet July 1. Tredgar, July 22 at 2. Simons & Plews, Merthyr Tydfil.
 Roberts, John Matthew, Sowerby, nr Thrsk, Organist. Pet July 1. Leeds, July 20 at 11. Mason, York.
 Senior, Wm, sen, Thorpe Willoughby, nr Selby, Tailor. Pet June 28. Leeds, July 20 at 11. Weddall & Parker, Selby; Bond & Barwick, Leeds.
 Shaw, Wm, Lpool, Ironmonger. Pet July 2. Lpool, July 30 at 11. Billson, Lpool.
 Smith, Joseph, Belgrave-st, nr Birm, Coppersmith. Pet July 1. Birm, July 18 at 12. Allen, Birm.
 Squeelch, John, Birm, Gun Barrel Forger. Pet June 28. Birm, July 30 at 10. East, Birm.
 Stone, Geo, Birkenhead, Furniture Dealer. Pet June 30. Birkenhead, July 18 at 11. Grattan, Birkenhead.
 Taylor, Edwd, Crawley Down, Sussex, Brickmaker. Pet June 30. East Grinstead, July 28 at 11. Burt, East Grinstead.
 Thompson, Zachariah, Waterside, Halifax, Tarpanlin Manufacturer. Pet July 1. Halifax, July 15 at 10. Wavell & Co, Halifax.
 Wales, John, Bromhill, Sheffield, Fishmonger. Pet July 1. Sheffield, July 20 at 1. Fennell, Sheffield.
 Walker, John Digby, Gt Dalby, Leicester, Innkeeper. Pet July 1. Birm, July 19 at 1. Chamberlain, Leicester.
 Walter, Thos, Birm, Clerk. Pet June 29. Birm, July 14 at 12. James & Griffin, Birm.
 Wood, John Hy, & Co Tweedale, Sheffield, Coal Merchants. Pet June 27. Leeds, July 15 at 11. Fennell, Sheffield.

BANKRUPTCIES ANNULLED.

FRIDAY, July 1, 1864.

Baker, Wm Beckley, Queen's-ter, Baywater, Auctioneer. June 27.

TUESDAY, July 5, 1864.

Ferrari, Achille, Dewsbury, York, Rag Merchant. Coachmaker.

Reading, Wm, Claremont-cottage, Hammermith, Coachmaker. June 24.

ESTATE EXCHANGE REPORT.

AT THE MART.

June 24.—By Messrs. WILKINSON & HORNE.
 Copyhold, 2 maltings, situate at Mortlake, Surrey, known as Chatterway's Maltings; let at £60 per annum—Sold for £240.
 Copyhold residence adjoining above, let at £30 per annum, and a cottage in the rear—Sold for £350.

By Messrs. NORTON, HOGGART, & TRIST.

Freehold and copyhold property, known as Downhall Farm, comprising a farm-house, with buildings, two cottages, and 218a or 14p of arable, meadow, and pasture land—Sold for £25,500.

June 25.—By Messrs. NORTON, HOGGART, & TRIST.

Freehold and part copyhold estate, known as Terling's Park, situate in the parishes of Gilston and Nettleswell, Herts, consisting of a residence with pleasure grounds and meadow land, containing altogether about 37 acres—Sold for £4,500.

Freehold residence, known as Romanoff Lodge, situate at Tenbridge Wells, Kent—Sold for £2,500.

Freehold residence, situate No. 1, Richmond-terrace, Tenbridge Wells, Kent—Sold for £1,400.

Freehold residence, situate No. 3, Richmond-terrace aforesaid—Sold for £1,300.

Freehold residence, situate No. 4, Richmond-terrace aforesaid—Sold for £1,500.

Freehold estate, known as Tillington House, situate at Tillington, Sussex, comprising a residence, with pleasure grounds, &c., the whole containing 29a 1r 35p—Sold for £3,520.

Freehold and copyhold farm, known as Coxland, situate as above, and containing 69a 2r 4p—Sold for £5,000.

Freehold cottage and land, situate as above, and containing 11a 2r 20p—Sold for £1,000.

Freehold enclosure of arable land, situate at the corner of the road from Midhurst to Petworth, Sussex, containing 7a 0r 20p—Sold for £700.

Freehold, 4 cottages, situate at Tillington, Sussex—Sold for £210.

Freehold piece of meadow land, situate in Upper Meadow, on the river Rother, containing 1a 1r 2p—Sold for £60.

By Messrs. BEADEL.

Freehold and copyhold estate, known as Osden Hall, including a mansion with park; the manor or reputed manor of Osden, and the advowson of the rectory and parish church of Osden; altogether containing 2,254 acres; estimated annual value £2,500 per annum—Sold for £65,000.

Leasehold mansion, with stabling, coach-house, &c., known as No. 31, Great Cumberland-place, Hyde-park; held for an unexpired term of 24 years; ground-rent, £32 per annum—Sold for £262.

June 29.—By Messrs. NORTON, HOGGART, & TRIST.

Leasehold dwelling-house, situate No. 77, Seymour-place, Bryanston-square; let at £40 per annum; term, 45 years unexpired, at a ground-rent of £16 10s. per annum—Sold for £390.

By Messrs. DANE & SON.

Leasehold, 5 shops and dwelling-houses, being Nos. 2, 3, 4, 5, and 6, Brunswick-row, Horseferry-road, Westminster, and 9 tenements in Union-court and Bond court, in the rear; let at £120 per annum; term, 40 years from Lady-day, 1869, at a ground-rent of £5 per annum—Sold for £1,660.

Leasehold, 5 shops, being Nos. 9, 12, 13, 14, and 15, Grey Coat-place, Horseferry-road, Westminster, and 8 tenements in Bond court in the rear; let at £85 per annum; term and ground-rent similar to above—Sold for £1,300.

Leasehold, 3 shops, being Nos. 10, 11, and 11½, Grey Coat-place, Horse-ferry-road, and 7 tenements called Taylor's-buildings, in the rear, together with a blacksmith's shop; let at £74 per annum; term and ground-rent similar to above—Sold for £1,070.

Leasehold, 2 dwelling-houses, being Nos. 51 and 52, Little Chapel-street, Westminster, and 2 dwelling-houses and shed in the rear, being Nos. 16 and 17, Little George-street; let at £50 per annum; term, 40 years from Lady-day, 1882, at a ground-rent of £1 18s. per annum—Sold for £280.

By Messrs. CHINMOCK, GALSWORDTHY, & CHINMOCK.

Freehold estate, situate in the parish of Streatham, Berkshire, comprising 509s 2r 17p of arable, pasture, and woodland—Sold for £12,020.

Freehold ground-rent of £30 per annum, secured on 5 houses, being Nos. 11 to 15, Stratheden-terrace, Hammermith New-road—Sold for £600.

Freehold ground-rent of £14 1s. per annum, secured on 3 houses with shops, being Nos. 16, 17, and 17½, Stratheden-terrace—Sold for £290.

Leasehold ground-rents of £10 10s. per annum, arising out of 3 houses, being Nos. 13, 14, and 15, Terrace-road West, South Hackney; term, 99 years from Midsummer, 1851—Sold for £165.

Leasehold ground-rents, amounting to £13 4s. per annum, arising out of a residence situate in Victoria-grove, Victoria-park-road, South Hackney; term, 67 years unexpired—Sold for £190.

By Messrs. EDWIN FOX & BOWFIELD.

Leasehold residence, being No. 1, Argyll-road, Kensington; let at £95 per annum; term, 99 years from March, 1858, at a ground-rent of £4 per annum—Sold for £1,250.

Leasehold residence, being No. 2, Argyll-road aforesaid; let at £95 per annum; term and ground-rent similar to above—Sold for £1,250.

Leasehold residence, being No. 7, Argyll-road aforesaid; let at £100 per annum; term, 99 years from September, 1858, at a ground-rent of £19 per annum—Sold for £1,300.

Five-twelfth parts or shares of and in leasehold property, comprising Nos. 1 and 5, Pittfield-street, Hoxton, and Nos. 44a, 45, 45½, 46, and 46½, Old-street-road; term, 800 years from Lady-day, 1759, at a ground-rent of £5 per annum—Sold for £910.

The freehold of the above ground-rent of £5 per annum, secured on the whole of the above property—Sold for £105.

By Messrs. NORTON, HOGGART, & TRIST.

Ten £10 shares in the Bedford Hotel Company (Limited), Brighton—Sold for £3 7s. 6d.

Ten £10 shares in the Bedford Hotel Company (Limited), Brighton—Sold for £3 7s. 6d.

Freehold rental of £105 per annum (with reversion) secured on the business premises situate No. 53, St. Paul's-churchyard—Sold for £3,060.

Freehold residence, known as Clifton Lodge, situate in The Grove, Upper Kentish Town, with stabling, coach-house, &c.—Sold for £1,400.

Leasehold residence, situate No. 55, Gover-street, Bedford-square, with coach-house and stabling, &c.; term, 99 years from Lady-day, 1784, at a ground-rent of £10 13s. 6d. per annum—Sold for £600.

Leasehold residence, situate No. 23, Manchester-square; let at £150 per annum; term, 23 years unexpired at Midsummer, 1864, at a ground-rent of £18 10s. per annum—Sold for £500.

Leasehold stabling, situate No. 14, Seymour-mews, Portman-square; let at £30 per annum; term, 7 years unexpired; ground-rent, £8 2s. per annum—Sold for £35.

June 30.—By Messrs. DEBENHAM & TEWSON.

Freehold estate, known as Purnace Manor, situate in the parish of Ditching, Sussex, comprising a residence, stabling, coach-house, steward's-house, and farm buildings, and about 291a 1r 25p of pasture, meadow, arable, and wood land—Sold for £10,000.

By Messrs. GREEN & SON.

Freehold, 5 plots of building land, fronting Stanstead and West-roads, Forest-hill—Sold for £410.

Leasehold business premises, situate and being No. 11, Newgate-street, City; let £300 per annum; held for an unexpired term of 5 years, at a ground-rent of £125 per annum—Sold for £660.

Freehold house and shop, with cottage in the rear, situate and being No. 9, Aston-place, Holloway—Sold for £360.

Leasehold residence, known as Hawthorn House, situate in Green-lanes, Stoke Newington; let at £80 per annum; term, 91 years from Michaelmas, 1858, at a ground-rent of £13 12s. per annum—Sold for £1,060.

Leasehold residence, known as Laurel House, situate adjoining the above; let at £75 per annum; term and ground rent similar to above—Sold for £350.

By Mr. NEWSON.

Leasehold estate, comprising 6 shops, situate Nos. 92, 93, 94, 95, and 96, Bishopsgate-street Without, and 4 houses in Montague-court, estimated to produce £450 per annum; term, 200 years from Midsummer, 1697, at a ground-rent of £20 per annum—Sold for £3,150.

Leasehold, 4 residences, being Nos. 25, 27, 29, and 30, Clarence-terrace, Seven Sisters-road, Holloway—Sold for £1,905.

July 1.—By Messrs. NORTON, HOGGART, & TRIST.

Freehold property, situate in John Dalton-street, Manchester—Sold for £17,000.

Freehold residence, known as Laurel Cottage, situate at East Moulsey, Surrey, with stable, coach-house, &c., estimated annual value £12—Sold for £450.

Freehold paddock and orchard, also 2 cottages in the rear and adjoining the above, the whole containing about 2 acres—Sold for £1,500.

By Mr. ROBINS.

Freehold, 2 cottages with gardens, situate at Hatton Hill, Warwickshire, containing 1a. 1r. 5p—Sold for £305.

Freehold, 2 closes of pasture land, situate at Napton-on-the-Hill, Warwickshire, containing 32a. 0r. 28p—Sold for £1,980.

Freehold grazing farm, known as Reynolds' and Allopp's, at Napton-on-the-Hill aforesaid, containing 47a. 3r. 2p—Sold for £3,120.

By Messrs. KEMP.

Freehold premises, known as the Sash and Cocoa Tree public house, situate in Whitcross-place, Moorfields, Finsbury, and 2 cottages adjoining, being Nos. 7 and 8, Perron's-court—Sold for £1,360.

AT GARRAWAY'S.

June 24.—By Mr. ROBERT REID.

Freehold estate, situate at Winchester, Southampton, comprising a residence, known as Hyde House, 8 dwelling-houses called Hyde-terrace, adjoining, and 2 cottages, producing £284 per annum—Sold for £3,500.

Policy of assurance for £500, effected in the Clerical, Medical, and General Life Assurance Society, on the life of a gentleman aged 57 years—Sold for £185.

Policy of assurance for £500, effected with the above office on the same life—Sold for £240.

Policy of assurance for £499, effected with the above office on the same life—Sold for £195.

June 27.—By Messrs. BELTON.

Freehold, the Queen Charlotte public-house, situate at the corner of Millpond-street and Jamaica-level, Millpond-bridge, Barmondsey, also a shop and dwelling-house, being No. 14, Millpond-street, and a small dwelling-house, No. 2, Jamaica-level—Sold for £1,510.

Leasehold ground-rents amounting to £38 per annum; held for 98 years from Christmas, 1846, secured on 5 dwelling-houses and shops, being Nos. 6, 7, 11, 12, and 13, Church-row, Marlborough-road, Dalston—Sold for £605.

Leasehold ground-rent of £22 per annum, secured on a shop and dwelling-house, being No. 10, Church-row aforesaid—Sold for £230.

June 29.—By Messrs. PARKERBROTHER, CLARK, & LYE.

Leasehold improved ground-rent of £14 6s. per annum, arising out of 4 houses in Russel-place, Islington; term, 64 years unexpired—Sold for £235.

Improved ground-rent of £24 10s. 8d., arising out of 11 houses in Linton-street and Bydon-street, Islington; term, 64 years unexpired—Sold for £355.

June 30.—By Messrs. NASH.

Freehold estate, situate in the parishes of Burwash, Bletchingley, and Nutfield, Surrey, known as Doggets or Duxhurst, consisting of a Farm-house, garden, orchards, and agricultural buildings, and about 115 acres of arable, meadow, pasture, and wood land—Sold for £5,030.

July 4.—By Messrs. DANIEL CROMIN & SON.

Lease, &c., of the Golden Lion, together with stabling adjoining, situate in King's Cross-road—Sold for £3,300.

By Mr. J. A. SMITH.

Copyhold, 2 dwelling-houses and shops, situate and being Nos. 75 and 77, King-street East, near the Broadway, Hammermith, estimated to produce £115 per annum—Sold for £1,800.

July 7.—By Mr. MARSH.

Absolute reversion in four-sixth parts of a moiety of £2,000 Consols; also in four-fifth parts of another one-sixth share in the said moiety, receivable on the decease of a gentleman aged 79 years—Sold for £450.

Absolute reversion to the sum of £1,250 £3 per Cent. Consols, receivable on the decease of a widow lady aged 62 years—Sold for £460.

Policy of assurance for £999 19s., effected with the Friends' Provident Association on the life of a gentleman aged 71 years—Sold for £200.

Policy of assurance for £1,000, effected with the Equitable Assurance Office on the life of a gentleman aged 37 years—Sold for £390.

Policy of assurance for £1,000, effected with the National Provident Institution on the life of a gentleman aged 57 years—Sold for £70.

Policy of assurance for £1,000, effected with the above office on the same life—Sold for £70.

Policy of assurance for £1,500, effected with the London Life Association on the life of a gentleman aged 62 years—Sold for £815.

Two absolute reversions to two-fifth parts of £2,388 7s. Consols, receivable on the decease of a lady aged 71 years—Sold for £495.

Policy of assurance for £1,000, effected with the Metropolitan Life Assurance Society on the life of a gentleman aged 38 years—Sold for £110.

Absolute reversion to £1,000 sterling, receivable on the decease of three ladies, aged respectively 67, 62, and 56 years—Sold for £290.

The reversion to a moiety of a legacy of £1,000, and a sum of £4,711 10s. 2d. £3 per cent. Annuitia, receivable on the decease of a lady aged 54 years, provided her son, age 31, survives her; also 2 policies of assurance for £600 and £1,000, in the National Mercantile Office on the life of the above gentleman—Sold for £745.

AT THE GUILDHALL COFFEEHOUSE.

July 4.—By Messrs. NORTON, HOGGART, & TRIST.

Freehold building land, situate at Strand-green, Hornsey—Lot 2, sold for £510; lot 3, sold for £420; lot 4, sold for £410; lot 5, sold for £430; lot 6, sold for £350; lot 11, sold for £330; lot 12, sold for £1,800; lot 13, sold for £410; lot 14, sold for £370; lot 16, sold for £410; lot 17, sold for £510; lot 18, £320.

THE LANDS IMPROVEMENT COMPANY

(Incorporated by Special Act of Parliament in 1853), 2, Old Palace Yard, Westminster, S.W.—To Landowners, the Clergy, Estate Agents, Surveyors, &c., in England and Wales, and in Scotland. The Company advances money, unlimited in amount, for the following works of agricultural improvement, the whole outlay and expense in all cases being liquidated by a rent-charge for 25 years:—

1. Drainage, irrigation, and warping, embanking, enclosing, clearing, reclamation, planting for any beneficial purpose engines or machinery for drainage or irrigation.

2. Farm roads, tramways, and railroads for agricultural or farming purposes.

3. Jetties or landing places on the sea coast, or on the banks of navigable rivers or lakes.

4. The erection of farm houses, labourers' cottages, and other buildings required for farm purposes, and the improvement of and additions to farm houses and other buildings for farm purposes.

Landowners assessed under the provisions of any Act of Parliament, Royal Charter, or Commission, in respect of any public or general works of drainage or other improvements, may borrow their proportionate share of the costs, and charge the same with the expenses of the lands improved.

No investigation of title is required, and the Company, being of a strictly financial character, do not interfere with the plans and execution of the works, which are controlled only by the Government Enclosure Commissioners.

For further information and for forms of application, apply to the Hon. WILLIAM NAPIER, Managing Director, 2, Old Palace-yard, Westminster, S.W.

EQUITABLE REVERSIONARY INTEREST SOCIETY. Established 1835. Capital £500,000.

Daniel Smith Bockett, Esq.
Major C. L. Bollen.
Lieut.-Colonel Chase.
William Henry Cole, Esq.
Thomas Curtis, Esq.
Auditors—Charles Armstrong, Esq.;
Alfred Langdale, Esq.

Francis Bennett Goldney, Esq.
Chas. Richard Harford, jun., Esq.
Henry Pigeon, Esq.
Henry Roberts, Esq.
George Roots, Esq.
William Richard Bingley, Esq.;

Solicitors—Messrs. Clayton & Son.
Bankers—Messrs. Coutts & Co.
Actuary—F. Hendrick, Esq.

This Society purchases and grants loans upon reversionary property, life interests, and life policies of assurance.
Forms of proposal may be obtained at the office, 10, Lancaster-place, Strand, W.C.

NORWICH UNION LIFE INSURANCE SOCIETY.

Instituted 1808, upon the principle of Mutual Assurance.
This Society affords UNUSUAL ADVANTAGES to the intending Assurer.
The Rates of Premium are 10 PER CENT. LESS than those of most Offices.
THE WHOLE OF THE PROFITS belong to the Assured.
One-half of the first five Annual Premiums may remain as a permanent charge upon Policies effected for the whole duration of life.

PRESENT POSITION OF THE SOCIETY.

The Accumulations exceed	£2,000,000 0 0
The Amount Assured is upwards of	£5,570,000 0 0
Annual Income exceeds	£35,000 0 0
£8,320,418 have been paid to the representatives of deceased members.	
For further information and Prospectus, apply at the Society's Office, Surrey-street, Norwich; 29, Fleet-street, London, E.C.	

ESTATES AND HOUSES, Country and Town

Residences, Landed Estates, Investments, Hunting Seats, Fishing and Shooting Quarters, Manors, &c.—JAMES BEAL'S REGISTER of the above, published on the 1st of each month, for onward per post, or may be had on application at the Office, 209, Fleet-street, W.—Particulars for insertion should be forwarded not later than the 25th of each month.

West Biding of Yorkshire.—The very important Freehold Residential Estate (land-tax redeemed), known as Aketon, otherwise Acton Hall, with the Manors or reputed Manors of Aketon and Featherstone, including the valuable royalties, rights, minerals, quarries, and incidents thereto belonging, situate in the parish of Featherstone, about two and a-half miles from Pontefract, equi-distant (three miles) from Castleford and Normanton, skirted on one side by the Lancashire and Yorkshire Railway, and the other by the North Midland. It comprises a mansion upon a moderate scale, with tastefully arranged grounds, pleasantly situate on a side hill, overlooking a large extent of richly-wooded and park-like land, within an easy distance of the celebrated Badworth and Bramham kennels, in the heart of the best sporting county in England, surrounded by a domain of 1,125 acres of highly productive land, divided into convenient farms, with dwelling-houses, numerous lots of accommodation land and labourers' cottages.

MESSRS. BEADEL are instructed to SELL by AUCTION, at the temporary AUCTION MART, at the Guildhall Coffee-house, Gresham-street, London, on **THURSDAY, the 28th day of JULY, at TWELVE for ONE, in One Lot,** the above very important **RESIDENTIAL ESTATE**, situate in the parish of and adjoining the village of Featherstone, where there is a station on the Lancashire and Yorkshire Railway, equi-distant (three miles) from Normanton and Castleford, on the North Midland. It includes a substantially stone-built mansion, containing lofty and well-proportioned reception-rooms, nine bed-rooms, with the usual domestic offices and outbuildings requisite for the establishment of a gentleman's family, placed on a side hill with a southern aspect, overlooking a richly timbered and undulating country, surrounded by a compact domain of 1,125 acres, divided into 10 convenient farms, with comfortable dwelling-houses, the necessary agricultural buildings, several plots of accommodation land, and labourers' cottages. The estate is situate in the most preferable and healthy part of the county, in the heart of the first hunting and sporting district in England. The land is sound and highly productive, and a large portion of it is of prime grazing quality. From a recent survey it is found to possess the valuable seams of coal, known as the "Stanley Main" and "Haigh Moor," and there are also excellent stone quarries upon the property. Its central position, with the unusual facilities offered for the transit of coal, &c., to all parts of the kingdom, render it, in addition to a first-class landed investment, a thoroughly safe and lucrative mining speculation. Particulars, with plans and conditions of sale, may be obtained at the Elephant Hotel, Pontefract; the Reindeer Hotel, Doncaster; the George Hotel, York; Stafford Arms, Wakefield; the Angel, Sheffield; of Messrs. SIMPSON & DIMOND, No. 10, Henrietta-st., Cavendish-square, W.; at the Guildhall Coffee-house, Gresham-street, London; and of Messrs. BEADEL, 28, Gresham-street, London, E.C.

Nothingham.—In Chancery.—Martin v. Martin.
MR. ABBOTT is instructed to offer for SALE by AUCTION, at the GEORGE INN, NOTTINGHAM, on **TUESDAY, AUGUST 22nd, 1864, at THREE o'clock in the Afternoon,** in One Lot, the valuable **FREEHOLD HOUSE PROPERTY** and Extensive Premises in Wheeler Gate, Nottingham, comprising a substantial dwelling-house and chemist's shop, with a commanding front, in the occupation of Mr. Harrison; the extensive house and premises, large offices and board-room, occupied by the Nottingham Waterworks Company; and also the stabling, coach house, and warehouse, in the occupation of Messrs. Post & Neale, auctioneers and surveyors.

The property may be viewed by permission of the tenants, and printed particulars, with conditions and lithographed plans, may be had of Messrs. PARKER, ROOKE, & PARKERS, Solicitors, 17, Bedford-row, London; of Mr. WILLIAM CLARKE, Solicitor, 29, Bloomsbury-square; of Messrs. HINE & EVANS, Architects, Nottingham; at the George Inn, Nottingham; and of the Auctioneer, 20, Bedford-row, London, and Eynesbury, St. Neots, Huntingdonshire.

Walworth.—Valuable Freehold Property and well-secured Leasehold Ground-rents for a long term.

MR. ABBOTT is instructed by the Mortgagees to SELL by AUCTION, at GARRAWAY'S Coffee-house, Change-alley, Cornhill, at **TWELVE o'clock precisely, on WEDNESDAY, JULY 13th, 1864, FIVE FREEHOLD DWELLING-HOUSES,** Nos. 10, 11, 14, 21, and 22, West-street, Walworth, left to respectable tenants at £111 a year, and a Freehold Chapel with the adjoining Dwelling-house, No. 15, West-street, Walworth, let on lease for an unexpired term of 10 years, at £65 a year; also, £204 5s. a year in net Leasehold Ground-rents, well secured on valuable property in Lormore, Walworth, for terms varying from 64 to 87 years, in Fifteen Lots.

Printed particulars may be had of Messrs. PARKER & Co, 17, Bedford-row, London; of Messrs. EVANS & SON, Builders, West-street, Walworth; and of Mr. ABBOTT, 25, Bedford-row, Gray's Inn, and Eynesbury, St. Neots, Huntingdonshire.

In Chancery.—Banister v. Ansell.—Valuable Copyhold Estate in House Property, in Well-street, Hackney, Middlesex.

TO BE SOLD by AUCTION by Mr. ABBOTT, at GARRAWAY'S, on WEDNESDAY, AUGUST 3rd, 1864, at TWELVE o'clock precisely, FOUR DWELLING-HOUSES and SHOPS, on the west side of Well-street, with a frontage of about 61 feet, together with the cow-lodge, stable, shed, and yard, and covered way in the rear; 14 smaller houses in Cottage-place, with a frontage to Well-street of about 40 feet, all let on lease for an unexpired term of one year from Michaelmas, 1864, at £50 a year, but underlet by the lessee for £144 a year. This property is held of the manor of Hackney, subject to a customary fine, and a small quit-rent.

Printed particulars, with conditions of sale, may be had of Messrs. PARKER, ROOKE, & PARKERS, 17, Bedford-row; at Garraway's; of Messrs. BLAKE & SNOW, 23, College-hill, E.C.; and of Mr. ABBOTT, 25, Bedford-row, London, and Eynesbury, St. Neots, Huntingdonshire.

Hampshire.—Important sale of Landed Properties, comprising about 560 acres, nearly all freehold, in and near to the capital market towns of Lymington and Christchurch, and at Freshwater, in the Isle of Wight, the property of the late John Templar, Esq., an sold by direction of his Executors.

MESSRS. ABBOTT & SON are favoured with instructions to SELL by AUCTION, at the NAG'S HEAD HOTEL, Lymington, on **MONDAY, AUGUST 8, and at NEWLYN'S HOTEL, Christchurch, on TUESDAY, AUGUST 9,** very valuable ESTATES, comprising upwards of 80 Lots of investments in landed and other property and forming one of the most important sales in the above district which has taken place for many years—viz., in the Parish of Boldre, Slade Farm, with 130 acres; Mount Pleasant Farm, of 40 acres; Silver-street Farm, of 74 acres; Kettlethorns Farm, of 50 acres; several small farms in the parish of Boldre, varying from 23 acres to four acres, with numerous dwelling-houses and other small occupations at Sway; Sibley's Farm, close to Lymington, with 8 acres; several enclosures of accommodation land contiguous to the town, with dwelling-houses and business premises in the town, to which the Auctioneers beg respectfully to direct particular attention; the whole of the above being situate near to Lymington, a town which is increasing in importance, and where extensive docks are being projected, with every prospect of success, and within three hours' ride of London. Also closes of very valuable building land, situate close to Colwell Bay, in the parish of Freshwater, in the Isle of Wight. The properties near to Christchurch comprise a farm of about 30 acres, at Dunsbury, in the parish of West Farley, 4 miles from the fashionable watering-place, Bournemouth; 1 from Wimburn, and 6 from Christchurch; and 25 acres of land at Godwin's Croft, near to Christchurch, bounded by the estates of Sir G. E. M. T. Gervis, Bart., and William Jesson, Esq., and L. S. Leathes, Esq.

Printed particulars, with plans attached, may be obtained in due course of

Messrs. THOMPSON, PICKERING, & STYAN, Solicitors to the Executors, 4, Stone-buildings, Lincoln's Inn; at the Estate Exchange, Change-alley, Cornhill, London; and of Messrs. ABBOTT & SON, Auctioneers and Estate Agents, Christchurch, Hants.

CHESTER STREET, GROSVENOR PLACE.

To be LET, on LEASE, or Furnished, for the season, a most desirable and well-arranged RESIDENCE, containing 6 bed-chambers and dressing-room, 2 drawing-rooms and boudoir, dining-room, morning-room, and dressing-room; good offices, and stabling in the rear for 3 horses.—Cards to view and terms of Messrs. Mansell and Elliott, No. 13a, Belgrave-square.

NEAR SUNNING-HILL and VIRGINIA

WATER.—Freehold Residential Property, within a mile of a railway station, with possession. Messrs. Mansell and Elliott are favoured with instructions to SELL, by Private Contract, a highly desirable and attractive **FREEHOLD ESTATE**, comprising an excellent and commodious residence, with capital attached and detached offices, surrounded by beautiful lawns, pleasure grounds, well-stocked gardens with pinery, viney, green-house and orchard-house, park-like paddocks adorned with noble timber, stabling for eight horses, and double coach-house; complete farm homestead, and two gardeners' cottages. The whole lying in a ring-fence, and comprising 28 acres. The residence contains four spacious reception-rooms, library, 10 best bed-chambers, two dressing-rooms, five secondary and servants' bed-rooms and commodious domestic offices. This highly eligible property is on a gravelly soil, with good water; it is in a salubrious locality, abounding with the best society and good roads, and near the meets of Her Majesty's stag-hounds and fox-hounds. The whole or a portion of the superior furniture may be purchased at a fair valuation.—For particulars and orders to view apply to Messrs. Mansell and Elliott, Land Agents and Surveyors, 13a, Belgrave-square, S.W.

BELGRAVIA.—Medium-class Residences to be Let,

unfurnished, within a few doors of Belgrave-square.—Messrs. Mansell and Elliott have instructions to DISPOSE OF the LEASE of a charming RESIDENCE, having 14 years unexpired, and held at £160 per annum only. Early possession.—Apply at their Auction and Estate Agency Offices, 13a, Belgrave-square, S.W.

PRINCE'S GATE, Hyde-park.—Family Mansion, with possession.—Messrs. Mansell and Elliott are honoured with instructions to **SELL**, by Private Contract, a very superior and well-finished MANSION, in this popular locale: containing four spacious best bed chambers, two dressing-rooms (one with bath), four servants' bed-rooms, two noble and elegant drawing-rooms, bonfire, charming library, capital dining room and gentlemen's room, complete offices, and six-stall stabling, with double coach-house.—For terms and orders to view apply to Messrs. Mansell & Elliott, Belgrave estate offices, 13A, Belgrave-square, S.W.

ENGLEFIELD-GREEN.—A charming residence for the Summer months.—Messrs. Mansell & Elliott are instructed to **LET**, from the end of July, for ten weeks, a handsomely FURNISHED RESIDENCE: containing four best bed-rooms and one dressing-room, five servants' bed-rooms, dining and drawing-rooms, study, library, bath-room, and excellent domestic offices. There are stabling for four horses, coach-house and coachman's room. Included in the rent will be a good supply of fruit and grapes.—For particulars and orders to view apply to Messrs. Mansell and Elliott, Land Agents, No. 13A, Belgrave-square, S.W.

NEAR EGHAM and ENGLEFIELD-GREEN.—Unfurnished Mansion, within a mile of a railway station, with 36 acres of land.—Messrs. MANSELL and ELLIOTT are authorised to **LET**, for five or seven years, or longer period, a capital FAMILY MANSION, standing in park-like grounds of 30 acres, with beautiful lawns, gardens, pleasure grounds, extensive kitchen garden, vineries, hothouse, stabling for 10 horses, and every requisite for a nobleman's or gentleman's family. The mansion contains large entrance-hall, dining-room 26ft. by 19ft., library 28ft. by 18ft. 6in., drawing-room 29ft. by 20ft., boudoir and anti-room, six best bed chambers, two dressing-rooms, seven secondary and servants' bed rooms, and complete domestic offices. The shooting over 1,000 acres can be had. For terms and orders to view apply to Messrs. Mansell & Elliott, Estate Agents and Auctioneers, 13A, Belgrave-square, S.W.

BERKS, within an hour's ride from Paddington, and two miles of a station on the Great Western Railway.—Messrs. Mansell and Elliott are instructed to **SELL**, by Private Contract, a FREEHOLD and part COPYHOLD PROPERTY: comprising a gentlemanly residence, with stabling, gardens, lawns, orchard, and three closes of rich meadow land, in all about 12 acres, with possession. The residence is substantially built and contains well-proportioned dining and drawing-rooms, library, four best bed-rooms, dressing-room, four secondary and five servants' bed-rooms, and convenient offices. The whole supplied with excellent water. For particulars and order to view apply to Messrs. Mansell and Elliott, Land Agents and Valuers, No. 13A, Belgrave-square, S.W.

Campden-hill, Kensington.—Highly valuable long leasehold Family Mansion, with beautifully timbered lawns, pleasure grounds, productive gardens, large vinery, greenhouse, stabling for seven horses, and double coach-house; in all upwards of four acres, with possession.

MESSRS. MANSELL & ELLIOTT are favoured with instructions to **SELL**, by AUCTION, at the Westminster Palace Hotel, Victoria-street, on THURSDAY, July 14, at two for three o'clock precisely (unless an acceptable offer shall be previously made by Private Contract).

The **GROUND LEASE** of the highly distinguished FAMILY MANSION, known as "Bute House," Campden-hill, most delightfully situate in the preferable part of that elevated and salubrious position, commanding extensive views of the Surrey hills, with its complete attached and detached offices, stabling for seven horses, double coach-house, greenhouse, and hothouse stored with the choicest vines in full bearing, extensive and well-kept lawn adorned with noble timber and choice shrubs, French flower garden, with fish pond, two kitchen gardens, and farmer's cottage; the whole comprising upwards of four acres, and forming one of the most perfect suburban properties, and yet within ten minutes' walk of Kensington-gardens and three quarters of a mile of the Royal Horticultural Gardens. The mansion, which is well placed with south aspect, stands on a gravelly soil, is substantially built, and contains entrance-hall and vestibule, noble suite of five reception-rooms, consisting of a charming and elegant drawing-room 28ft. 6 by 20ft. 6, with broad balcony and verandah; excellent dining-room 30ft. 6 by 16ft. 6, library, study, and gentleman's room 11ft. by 18ft. 6, approached by a stone staircase to first floor are five very superior best bed-chambers, and on upper floor are two large nurseries, six secondary and servants' bed-rooms, and housemaid's closet. The domestic offices, which are replete with convenience, consist of servants' hall, butler's and footman's pantries, still-rooms, housekeeper's room, wine cellar, store and china closets, lofty and spacious kitchen, scullery, two larders, and laundry. Detached is an artist's studio or billiard-room with anti-room. The whole is held direct from the freeholder, for a long term unexpired, at the low ground-rent of £105 per annum.

The premises may be viewed by orders only from the auctioneers. Printed particulars, with lithographed plans, may be had 10 days prior to the sale, at the Westminster Palace Hotel, Victoria-street; of Messrs. Stephens, Solicitors, 30, Bedford-row, W.C.; and at the offices of Messrs. Mansell and Elliott, Land Agents, Auctioneers, and Surveyors, 13A, Belgrave-square, S.W.

Periodical Sales of Absolute or Contingent Reversions to Funded or other Property, Annuities, Policies of Assurance, Life Interests, Railway, Dock, and other Shares, Bonds, Clerical Preferences, Rent Charges, and all other descriptions of present or prospective Property.

MR. FRANK LEWIS begs to give notice that his SALES for the year 1864 will take place at the AUCTION MART, on the following days, viz.:

Friday, July 8	Friday, October 14
Friday, August 12	Friday, November 11
Friday, September 9	Friday, December 9

Particulars of properties intended for sale are requested to be forwarded at least 14 days prior to either of the above dates, to the offices of the auctioneer, 36, Coleman-street, E.C., where information as to value, &c., and printed cards of terms may be had.

Periodical Sale (established 1843), appointed to take place the first Thursday in every month, of Absolute and Contingent Reversions to Funded and other Property, Life Interests, Annuities, Policies of Assurance, Advowsons, Next Presentation, Manorial Rights, Rent Charges, Post Obitt Bonds, Debentures, Shares in Docks, Canals, Mines, Railways, Insurance Companies, and other public undertakings for the present year.

MR. MARSH begs to announce that his **PERIODICAL SALES** (established in 1843), for the disposal of every description of the above-mentioned PROPERTY, take place on the first Thursday in each month throughout the ensuing year, as under:—

July 7	September 1	November 3
August 4	October 6	December 1

In addition to the above dates, Mr. Marsh also begs to announce that the following days are appropriated for the Sale of Freehold, Copyhold, and Leasehold Properties, viz.:

Thursday, June 23, 30	Thursday, September 15
Thursday, July 14, 21, 29	Thursday, October 20
Thursday, August 11, 18, 25	Thursday, November 17
	Thursday, December 15

2, Charlotte-row, Mansion-house, London, E.C.

Flintshire.—Freehold Residential estate of Wepre, comprising a mansion-house, farmsteads, cottages, agricultural lands, woodlands, and plantations, extending to upwards of 782 statute acres, situate in the parishes of Northop and Hawarden, near the Queen's Ferry and Connah's Quay Railway Stations and Wharves, with the valuable seams of coal, ironstone, and other mines thereunder.

MESSRS. CHURTON & ELPICK are instructed to **SELL**, by AUCTION, at the QUEEN HOTEL, Chester Railway Station, on SATURDAY, the 23rd day of JULY, 1864, at ONE for TWO o'clock, p.m., most punctually, in the lots set forth in the printed particulars of sale, or in one lot or such other lots as the vendor's agents may determine upon at the time of sale, and subject to such conditions as will then be produced, the **WEPRE HALL ESTATE**, a very beautiful freehold residential property, situate in the parishes of Northop and Hawarden, in the county of Flint, about one mile from the Queen's Ferry Station, on the Chester and Holyhead Railway, eight miles from the city of Chester, and four from the borough of Flint. It comprehends a mansion-house, suitable to the requirements of a large family, with all useful outbuildings, stabling, coach and harness-houses, cow-house, piggeries, hay-lofts, gardener's cottage, and other conveniences, flower and kitchen gardens, standing in the midst of a finely timbered park, commanding extremely fine views of the estuary of the River Dee, part of Cheshire, and the surrounding country. The woodlands and plantations, which form a boundary of nearly two miles in extent, add greatly to the estate, and form excellent covert for game. It comprehends in the whole 782 statute acres, divided into convenient-sized farms, having capital homesteads, and in the hands of highly respectable tenantry at very low rents, together with the water corn mill, public house (known as "The Custom House Tavern"), and several small tenements, cottages, gardens, &c. The estate is surrounded and intersected by good turnpike and other roads, the Connah's Quay and Buckley Railway passes through it, and several proposed railways will closely approximate it, one of which when made will bring it in direct communication with the town of Liverpool. As a mineral estate, competent authorities have reported very highly. It is known to contain seams of coal, ironstone, and other valuable mines and minerals, which, from its situation near to several railways, and to the wharves on the river Dee, render it peculiarly valuable.

The present tenant of the mansion-house, park, &c., has given notice to quit on the 5th of October next, so that if purchased for occupation early possession may be had; or as an investment, it offers advantages rarely to be met with, and the certainty of a greatly increasing prospective value.

The purchaser will be required to take to the growing timber on the estate at a valuation, which will be produced at the sale.

N.B.—Richard Williams, the woodman at Wepre, will show parties over the estate. Printed particulars, with plans, may be had, and any further information obtained, by applying to

Messrs. HOOKE, STREET, & GUTTERES, Solicitors, 27, Lincoln's Inn-fields, London;

Messrs. POTTS & ROBERTS, Solicitors, Chester;
Mr. HUSBAND, Solicitor, Cuthbert-buildings, No. 14, Clayton-square, Liverpool;

or from Messrs. CHURTON & ELPICK, Auctioneers, Chester and Whitechurch, Shropshire.

Flintshire.—Freehold Farm and several pieces of Accommodation Land, Cottages, Gardens, &c. in the parish of Holywell (part of the Wepre estate), subdivided into eight separate lots for the convenience of buyers.

MESSRS. CHURTON & ELPICK are instructed to **SELL**, by AUCTION, at the QUEEN HOTEL, Chester Railway Station, on SATURDAY, the 23rd JULY, 1864, at ONE for TWO o'clock, p.m., punctually, in the several lots set forth in the printed particulars of sale, or in such other or in such order as the vendor's agents may then decide, and subject to such conditions as will be then produced, a small Freehold Tenement or FARM, called "Derwen Bach," situate near the Miller Mine Company's works, on the road from Holywell to Northop, near the Glamorgan public house, in the holding of Mr. Thomas Jones; together with several pieces or parcels of excellent accommodation Land, Cottages, Gardens, &c., near thereto, in the several occupations of the said Thomas Jones, H. B. Roberts, Esquire (or his undertakings), Mrs. Jones, of Pen-y-tylle, and Mr. John Lee), the Miller Mine Company, George Kennedy, John Jones, and Elizabeth Manel, extending in the whole to 42a 3r 12p statute measure of excellent land.

Printed particulars, with plans, may be had, and further information obtained by applying to

Messrs. HOOKE, STREET, & GUTTERES, Solicitors, 27, Lincoln's Inn-fields, London;

Messrs. POTTS & ROBERTS, Solicitors, Chester;
Mr. HUSBAND, Solicitor, Cuthbert-buildings, No. 14, Clayton-square, Liverpool;

or from Messrs. CHURTON & ELPICK, Auctioneers, Chester and Whitechurch, Shropshire.

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